UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF TENNESSEE AT CHATTANOOGA

In re:)	
New Beginnings Care, LLC, et. al., Debtors.)))	Case No. 1:16-bk-10272-NWW Chapter 11
		Jointly Administered
New Beginnings Care, LLC., et. al.)	
Plaintiffs,)	
v.)	Adv. Proc. No. <u>16 ap 01028</u>
Think Anew, LLC)	
c/o Sarah Elizabeth Wilson)	
1076 Highland Colony Parkway)	
Concourse 600, Suite 100)	
Ridgeland, MS 39157)	
Defendant.)	
	COVER	SHEET

Attached find Exhibit filed on behalf of New Beginnings Care, LLC et. al.

1. Attached hereto as Exhibits "A" through "K" to Complaint {Doc 1}.

SCARBOROUGH & FULTON

By: /s/David J. Fulton
David J. Fulton, #006102
701 Market Street, Suite 1000
Chattanooga, Tennessee 37402
(423) 648-1880
(423) 648-1881 (facsimile)
DJF@sfglegal.com

Attorneys for Debtors-In-Possession

Case 1:16-ap-01028-NWW Doc 2 Filed 07/14/16 Entered 07/14/16 14:20:56 Desc Case 1:16-bk-10272-NWWManorDacumenFiledRadge5216f 26 ntered 04/05/16 16:38:39

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Managed Services Agreement

This Service Agreement (the "Agreement") is entered into by and between New Beginnings Care LUC, located at 4704 Hisson Pike, Hisson, TN 37343 herein referred to as Client, and Think Anew LLC, 7570 Old Canton Road, Madiston, MS 39110, bettern after referred to as Service Provider, effective as of date this Agreement is executed (the "Effective Date").

WHEREAS, Client desires to retain Service Provider to manage and support Client's existing information technology infrastructure located at the addresses on Appendix C

The parties hereby AGRES or Softman

The Agreement shall remain in force from the Effective Date for a term of shary (60) months, (due "Initial Term"), unless carrier terminated as set out below. The Agreement shall automatically tenew for a subsequent one year terms beginning on the day immediately following the end of the Initial Term: surless either pasty gives the other discry (90) days prior written notice of its intest out to renew this Agreement.

This Agreement may be terminated by Client during any terms of this Agreement upon minety (90) days written notice to Service Provider if Service Provider (1) materially breaches any substantive term or condition of this Agreement and falls to remady same within thirty (30) days after receiving written notice of such breach from Client, or (2) terminates or suspends its business operations.

This Agreement may be terminated by Service Provider during any term of this Agreement upon ninety (90) days written notice to the Client.

If either party terminates this Agreement, Service Provider will reasonably assist Client in the orderly termination of services, including the bandler of the services to a successor provider if a successor is designated by Client. Client appears to pay Service Provider for the time and expenses of rendering such assistance.

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Mink Anow UC DEW

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The services to be performed by Service Pravider hereunder are remote-type services as set out in the structured Appendix A (the "Covernd Services"). Services requested by Client that are not included in the Covernd Services, such as on-site services and support, will be considered as "Additional Services." Additional Services will be billed at the mass set out in Appendix B. "Additional Services." Additional Services will be billed at the cases set out in Appendix B. along with any expenses reasonably incurred in the performance thereof, and will be included as

Service Provider may provide support for Client's hardware and systems, provided that all hardware is covered under a currently active vender support concact, and all applicable software is genuine, currently liceased, and vendor-supported. Should say hardware or systems fail to meet these pervisions, Client understands and acknowledges that Client shall be solely responsible and liable for bringing the same into compliance. Client will defend, indemnify, and half hardware configuration, or use of Client's hardware configuration, or use of Client's

Service Provider will provide ongoing monitoring and security services of all critical devices starting on the date when such equipment is implemented to enable monitoring. Should a problem to discovered during monitoring. Service Provider may make reasonable attempts to recally the condition strough remote searce.

It is understood that, from thro-to-time. Service Provider may be required to contact outside contractors to perform certain services in relation to Client's technology needs, upon Client's approval. Contractor's feet and expenses in these situations shall be involved to Service Provider either directly by the centractor or as part of Service Provider's wouldry involve.

Service Provider shall act be responsible for delays or failure in performance resulting from acts beyond the control of Service Provider, Including but not limited to natural diseasers, acts of Cod, war, terrorison, any change in or adoption of any law or regulation, or any failures resulting from integrate includes.

Coverage

Covered Services will be provided to Cliest by Service Provider Monday through Friday during. Service Provider's normal business house of 8:00 n.m. to 5:00 p.m., excluding public holidays. Network and system monitoring services and carrain support desk assistance (outlined in Appendix A) will be provided 2:e77:65. Other Covered Services that are performed outside Service Provider's normal business hours are considered energency services and will be subject to the emergency rates set out in Appendix B. On-site support and other Additional Services will be provided as set forth in Appendix B.

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Fees and Payment Schedule

Fees and Payment Schadule

Fees for Covered Services will be \$1,200,00 per calendar meath per facility, plus any reasonable expenses incurred by Service Provider in connection with the provision of such services. Additional facilities to be included under this Agreement in the finant will be attached and updated on Appendix C. Fees for Covered Services are to be paid in advance and are convenientable. Fels for Covered Services and any related expenses stall be involved to Citient on a sountity basis, and any fees or expenses incurred for Additional Services shall be inscheded on the Invoices as separate stems. Invoices will be done and payable on the first day of each month. Covered Services and any Additional Services may be suspended without facther sector, and a late for of \$50,00 will be assessed, if payment is not received in-hand within thirty (30) days of the Invoice due date. Service Parolice will strive to provide clear, timely, and accounts invoices; however, Citeut is encouraged to expense each invoice and shall polify Service Provider of any errors in writing before the dee date.

in the event Client is to default for nonpayment of any invoiced amount(s). Client hereby waives all notices of default and nonpayment and shall be responsible for all reasonable attorneys' fees and related costs incurred by Service Provider should Service Provider institute collection

Limitation of Liability

Limitation of Linbility

Cisert agrees to defend, indennify, and hold harmtess Service Provider with regard to any and all demands, allegations, ections, chains, controversies, damages, and liability, either directly or indirectly resulting from, or alleged to have resulted from, the use, missoe, inability to use, failure to use, operation of, installation of, configuration of, or otherwise involving or stormaing from any portion of Cities's information technology systems and infrastructure, regardless of the source or cause and even if Service Provider has been advised of the possibility of such damages. This includes, without limitation, allegations involving the salawful release or disclosure of prosected or omfidential data ellegations of damages involving computer vivues, symmetry other malwaret allegations related to the loss, dieth, or inaccessibility of data and claims for all other damages and relief of any type or nature whethere allegations or in equity, including without limitation actual damages, special damages, compensatory damages, Equidated damages, consequential damages, punitive damages, and claims for equitable relief.

In the event of a breach of this Agreement by Service Provider, Client's exclusive remedy shall be the termination of this Agreement.

Warranties and Disclaimer

Client shall inform Service Provider in writing of any issues concerning services or w provided by Service Provider of Service Provider's contractur, and Service Provider will an reasonable efform to solve the problem. Said services and work shall be deemed accepted in If Service Provider is not so informed within five business days of the performance of the wor

Client's Institutes Think Anew LLC TOS Case: 45C(1:15-cv-00024-c Document # 1-1 Flied: 01/29/2016 Page 4 of 10

During the course of providing services, you may purchase or lease from Service Provider various technology conformers, software, and other peripherals (collectively "Equipment"). SERVICE PROVIDER DISCLAIMS ALL WARRANTIES WITH REGARD TO SUCH EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR

Ron-Solicitation of Employees

Neither party shall solicit or offer employment to any employee of the other party, whether directly a indirectly, during their employment or within one year of technicion of their employment, except with the other party's prior written approved in each case.

Each Perty shall hold in trust for the other party and shall not disclose to any non-perty to the Agreement, any confidential information of the other party. Confidential information is information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or reasonably accordinable.

Arbitration

Any controversy or chain arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Relex. Unless the parties agree otherwise, multiurities proceedings shall be held in Medison County, Ministapph, The arbitrator's decision shall be final and legally binding, and Judgment suny be entered thereon.

Each party shall be responsible for its stare of the arbitration-related fees and expenses in accordance with the applicable rules of arbitration. In the owns a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitration award, the other party is entitled to costs of suit, including reasonable atterneys' fees for having to compel arbitration or to defend or enforce the award.

If any provision of this Agreement is found to be illegal or unenforceable in a judicial processing, arbitration, or other proceeding, such provision shall be severed, and the remaining provisions of the Agreement shall remain in force and binding on the parties better to the fallest

All controversies orking from this Agreement shall be governed by the laws of the State of Mississippi, regardless of any applicable choice of law provisions, and, to the extent not expend the Page 4 of 8

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by the mandatory arbitration provision above, shall be adjudicated only in the state or federal courts located in Madison County, Missiashpi.

Motices

Notices required by this Agreement may be sent via U.S. Mail. That class and postage prepaid, or via faraimile, to the following:

title Service Provides: Don Gildewell Think Anew P. O. Box 669 Medison, MS 39130 (601) 345-4234 (facsimile) Un Clima LAURIE Hooks How cores was care the Joy Bussey TN 37543

Entire Agreement

This Agreement, including the appendices attached bereto, constitutes the saffer agreement between Client and Service Provider and supersedes all prior oral and written representations and understandings between the purious as to the subject matter herein. Each purity educativeleges that no other understanding, representations, or agreements have been made or exist reparting the subject matter covered by this Agreement except as specifically set out in writing herein. Any amendments or modifications shall be specified in writing and executed by both Client and Service Provider.

Acceptance of Terms

Client acknowledges that the person signing this Agreement on its behalf is duly authorized to do CHECK RESERVINGES WHAT THE PETRON SIGNING WITH APPENDING WITH THE PETRON OF SO, AND TEXTS THE WAY THE MASS AND THE PETRON AND WAYTHING SHAT SOYS FEET AND THE WITH THE PETRON OF SIGNING WITH THE PETRON OF SIGNING WITH THE PETRON AND CONTRIBUTION OF THIS PETRON AND CONTRIBUTION OF THIS PETRON OF THE PETRON OF T

THINK ANEW, LLC

Cam D. Hook By Name LAMPIE & Hooks THE VP of IT

Don Glidewell President

10.31.12 Date Signed:

Date Signed 10/2/12

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Апрепол А.

Covered Services.comiss of the following remote support services:

- Ticket cramins
 Troubleshooding companie losses
 Resetting parawords
 Resetting tang applications
 Troubleshooding and solving principal
 Calculations
 Troubleshooding and solving principal
 Calculation balling software support (AFT, PCC, eac.) 4
 User account networks
 User account removal and terminations **

Monarch (including Wireless) Setup

- Wireless Access Point troubleshnoting

- Westers Access Point troubleshooting
 Neonorking equipment resolutionoring
 Neonorking system movilating
 Neonork and System movilating
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 Tracking of orthooting to contact to carrier (AT&T, Windstream, esc.) needs.
 Tracking sociality
 Network sociality

Howine IT infrastructure

- Doesah controller seingt, configuration, and manages
 SQL sower setup, configuration, and management
 Ferniant services seup, configuration, and management
 Chinical surfaces setup, configuration, and management
 Ernal setup, configuration, and management

CIO-level input and support as requested based on present and future business strategies of Client

In certain mett, manten may teaper wayon ook oonlede during require fundamen hours.
 Approval required from runnings recomment hand not may require support only available during regular business teams.

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Appendix 8

Any services that are consider the Covered Services as provided in Appendix A are considered as Additional Services. Additional Services Include, without finituation, the faillowing:

- Services related to hardware or software replacement, configuration, braffor approach, such as improps, decision PC's, receiver, branches, and other peripherals. Service Provider will obtain approved from Client prior to parchesing and replacing usp hardware or software.
- All on-site services. Any work that metaines a recinition an-aire at any healthy will be billed according to the states set out below.

Travel costs will be billed for erawd toftro Client's facility, based on the hourly most set out before. Service Provider will obtain approval as incur travel costs from Client prior to sending a technician or representative to a lake.

The following hourly rates will apply to all Additional Services performed by Service Provider, in addition to any related expresses incurred in the performance of Additional Services.

Work Role

Associate Engineer Systems Engineer Travel Costs (Each Way)

Normel Rate \$25,50/hour \$135,00/hour \$45,00/hour

Emergency Rate I Westerds, Holidons, not After Normal Bedinss, Hours \$125,00 hour \$200,00 hour \$4,500 hour

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Facility

New Beginnings Care
Adheville Heathheur & Rehab
Broulstaire Heathh & Rehab
Chenal Heights Husbarne & Rehab LLC
Eartenn Heitalthance & Rehab
House Pleasand Health & Rehab
Priseason Nursing Contor
Red Code Heathheat & Rehab nk Health & Rehab

4704 Hisson Pike, Hicron. TN 37243 205 Main Street East. Abbeville. GA 31001 800 Brookside Drive, Little Rock, AR 72205 32 Cheesi Heights Drive, Little Rock, AR 72205 356 Cheesie Hightsony, Ensistene, GA 31033 904 Hidden Acres Drive, Moont Plenson, TN 384 431 N Heightf Street, Wrighten, GA 39897 1010 Barnes Street, Lonoke, AR 72005 1000 Milliony, Road Berton, AR 72015 625 Countil Hey 17 N, Aldway, GA 31320

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THINKANEW

Managed Services Agreement
Perties - Think Anew, LLC, and New Beginnings Cont, LLC Date of Agreement - October 31st 2017 Amendment 1

This letter is to conflux our agreement to amend and/or modify the showe-referenced Managed Services Agreement (the "Agreement"), as follows:

The following tectities to shall be added to the current list of facilities contained in Appendix C to the

Irffersamille Healthcare & Retulo, ILC, 113 Spring Uniter, Driver, Jefferschville, GA 21044 Goodwill Nursing Home, 4573 Houston Ave. Maccon, GA 31206 Edwards Redemor Healthcare & Retulo, 1530 Northeast Grand MAG, Olishome City, OK 73117

A copy of the proposed Appendix C, as amended, its enclosed. Except as otherwise specifically stated herein, the remaining terms and conditions of the Agreement, including any prior amendments thereto (if any), shall not be altered by this current smendment and shall remain in full joint and offert.

If this amendment meets with your epproved, plants sign this latest as indicated below, along with the signature line on the proposed Appendix C, and return them to me. Once accepted, this emendment shall be effective as of January 1st 2018. If you have any questions or need any further information, please do not

Since ruly,

ent on behalf of Moor Bestanlines Care, CLC.

on Atroxem in Parker Name: Stockarie H. Parker The UP of Hagace

18/2/2013

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Appendix C (As amended by agreement 1/2013)

New Beginnings Care
Abbrolle Stabboare & Reinb
Brookshire Health, & Reinb
Chmal Heights Healthcare & Rebeb LLC
Bastum Haulthcare & Rebeb
Mount Pleasunt Health & Rebab Pinewood Nursing Com Red Oak Healthcase & S Red Ook Healthoone & Rebab Stoneybrook Health & Rebab Woodlands Healthoore Jactinsonville Healthoore & Rebab, LLC Gondwill Numing Home Edwards Redocracy Healthcare & Rehab

Facility Address

4704 Elicen Pic, Himon, TN 37343
265 Mein Senet Beat, Abbevlie, GA 31001
300 Recolaide Drive, Little Rock, AZ 72203
301 Chroni Benther Drive, Little Rock, AZ 72203
302 Chroni Heighter Drive, Little Rock, AZ 72223
304 Choute Higherry, Samsen, GA 31023
305 Miney Town, Mount Plensent, TN 38474
4313 McGellin Stever, Wingham, GA 33997
1010 Barren Stroot, London, AZ 72036
3000 Miney Rock, Samon, AZ 72015
625 Contril Rwy 17 N, Midswy, GA 31320
115 Spring Velley Drive, Jeffersneville, GA 31044
473 Houston Avi. Macron, GA 31226
1530 Northeast Orand Red, Chilshenne Chy, OK 73117

NEW BEGINNINGS CARE, LLC

= Stephanie 4.

THINK AMEW, LLC

TOO VP of Finance

Cours mices And Think Anew LLC TOLL

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EXHIBIT

TELECOMMUNICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

This Equipment, Lease and Service Agreement (the "Agreement") is entered into by and between New Beginnings Care LLC, located at 4704 Histon Pilke, Histon, TN 37343 lerein reterred to as Cliest, and Taink Assew LLC, 7570 Old Centon Road, Madison, MS 39110, berein after referred to as Service Provider, effective October 5th 2012 (the "Effective Date").

- i. Lease of Equipment. Lessor hereby leases to Leaser, and Leaser thereby hires and takes from Lessor the personal property (together with all explanament parts, additions, repairs and accessories) described in the Addendum attached hereto as Exhibit A (the "Addendum"), to be utilized as the horation described in the Addendum (the "Site"), which equipment shall be referred to herein as the "Leased Equipment."
- 2. Term. This Leane is for a toru of sixty (60) months (the "Initial Term"), expiring October 31st 2017. The Agreement shall automatically unnew for a subsequent one year term originating on the day immediately following the expiration of the Initial Term, values either party gives the other ainety (90) days prior written soulce of its intent not to renew this
- (a) For said term, or any portion thereof. Lessee shall pay to Lesses sensal and service feet (collectively "Feet") for the Lessed Equipment in the amounts set forth in the Addendum, payable in equal monthly payments each due and payable on the last day of each month until the termination of this Lesse. All Feet shall be paid at Lessor's place of business or such other place as the Lessor may designate by written notice to the Lessor. All Feet shall be paid without notice or demand and without observation, deduction or set-off of any amount whatsoever. The operation and use of the Lessed Equipment shall be at the risk of Lessor, and not of Lessor and the obligation of Lessee to pay Feet hereunder shall be unconditional. In the event that any position to be made by Lessee shall not be paid within thiny; (10) days after it shall be due Lessee shall on demand, pay a definquency charge to Lessor in an amount equal to one percent (194) of all payments so overdue and such delinquoncy charge shall be deemed "additional rent" for all purposes seader this lesse.

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Service Provider Intrain The a-

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- (b) Upon execution of this lesse, Lessee shall also pay to Lessor the less mounth's payment of the Fees described in Section 3(a) and a non-refundable fre ("Lesse Initiation Fee") in a sum equal to one mouth's payment of the Fees described in Section 3(a).
- (e) In consideration for the Fees. Lessor agrees to provide the following services to
 - Installation of the Leased Equipment at the locations designated by Leaser which are reasonably acceptable to the Lessor;
 - $\langle \vec{n} \rangle$ Operational assistance and expertise in connection with the use of the Leased Equipment;
 - (iii) Management of Telco Service provider bills:
 - (Iv) Moves. Adds, and Changes as it pertains to voicemail, phone numbers,
 - (Y) Coordination of repair and warranty service; and
 - (vi) Any additional service agreed to in writing by both Lessor and Lesson.
- 4. Damage to Lruscd Equipment. Lesses shall be liable to the Lesser for any loss or damage to the Lessed Equipment during the tens of this Lesse. This liability may be discharged, in the event of damage to the Lessed Equipment which does not constitute total destruction of the entirety of the Lessed Equipment, by Lessee paying to the Lessed the actual cost replacement sales of any unit or units of the Lessed Equipment totally destroyed, or by paying the annual cost of repair to any unit or units which are demaged but are capable of repair, as appropriate, less the attention of the recovery, if any, octually received by Lesses from insurance or otherwise for such loss or damage. If the Lessed Equipment is totally destroyed in its entirety, the Hebblity of the Lesses to pay the Fees way be discharged by paying to Lesser all the Fees dee thereon, plus all the Fees to become due thereon less the net amount of the recovery, If any, actually received by Lessor from insurance or otherwise for such loss or damage. Lessor shall not be obligated to undertake, by Higharion or otherwise, the collection of any claim against any person for loss or damage of the Lessed Equipment.
- 1. NO WITTENSIES BY LESSOY AS TO LESSOY AS THE EMPIRITY AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLUDING THE ECHIBITS ATTACHED HERETO, LESSOR, NOT BEING THE MANUFACTURER OF THE LEASED EQUIPMENT, NOR MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE GUALITY OR CAPACITY OF THE MATERIAL EQUIPMENT OR WORKMANSHIP IN THE LEASED EQUIPMENT, NOR ANY WARRANTY THAT THE LEASED EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW-RULE, SPECIFICATION OR CONTRACT OF LESSEE, IT BEING GREED THAT ALL SUCH RISKS REGARDING THE LEASED EQUIPMENT, AS BETWEEN THE

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Desc Exhibit A

LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE AT ITS SOLE RISK AND EXPENSE. Notwithstanding the foregoing, Lessor does werrant and represent that the Lessod Equipment will be installed by Lessor in a proper manner to allow the Lessed Equipment to function as consemplated by the parties.

No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto analyto to the Leased Equipment are integrated herein, and no modification hereof shall be binding unless in writing signed by Lessor.

If (1) the manufacturer of the Leased Equipment shall fall to comply with as warranty obligations to such an extent that the Leased Equipment is, or becomes, materially unfit for its intended sees. [2] the Lease has exhaunted all attempts required under the manufacturer's warranty to allow the manufacturer an opportunity to cure, and (3) the manufacturer of the Leased Equipment that so materially breached its warranty obligations that the Leasee wishes to have rephocument equipment of tilts kind and quality supplied by the same or a different manufacturer, Lessee shall deliver written notice of such intent to Leaser by cartified mail return receipt requested. Lessor shall have ten (18) days from the date of receipt of such ootice to, at Lessor's option, either (a) obtain and install replacement equipment of like kind and quality from the stame or a different manufacturer, at on additional cost to Lessoe, or (b) declare this Lease terminated, in which case Lessor shall have no further obligations under this Lease. Should Lessor so terminate this Lease. Lessor shall have no fishfort obligations under this Lease. Should but not limited to, this lifty for interruption of business or other damages flowing from the uniforces of the Lessoed Equipment. In the ovent of any conflict between this pratiqualy and paragraph 23. "Limitation of Liability." the serus of paragraph 23. "Limitation of Liability" shall control.

- 6. Compliance With Laws. Lesser agrees, at its own cost and expense (a) to pay all charges and expenses in connection with the operation of each item of Lessed Equipment (b) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintentance and operation of the Lessed Equipment, and (c) except as specifically delegated to Lessor in this Lesse, to make all repairs and replacements required to be reade to maketain the Lessed Equipment in good coodition, reasonable wear and tear excepted.
- 7. Yaxes. Lessee agrees that, during the tenn of this Lease, in addition to the rest provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges levied or assessed upon the interest of the Lessee in the Lease Equipment or upon the use or operation thereof, and as additional tent will promptly pay or reimburse the Lessee for all taxes (other than sales taxes paid by Lessor with respect to its perchase of the Lessee Equipment), assessments and other governmental charges levied or assessed against and paid by the Lessoe amount of its connectable of the Lessee Equipment or any part thereof, or the use or operation thereof or the leasing thereof to the Lessee.
- Coverants of Lessee, Lessee coverants at all times during this Lasse to provide adequate hardware to allow for the installation and operation of the Lessed Equipment, with the infaintum specifications for such hardware being set forth on the Addandum.

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Chent's Initials III

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- 9. The of the Lessor. This to the Lessor Equipment shall at all three remain in the Lessor and Lessor will at all times protect and defend, at its own coult and expense, the title of the Lessor from and against all claims, lives and legal processes of oredions of the Lessor and legal processes of oredions of the Lessor and legal processes and processes. Lessor apacifically asshorizes Lessor to prepare and deliver any and all filling sattomers, notices or other documents accuracy to perfect its interest in the Lessor Equipment that and shall remain personal property. Upon the expiration or termination of this Lessor at Lessor shall remain personal property.
- 16. Peasession, Place of Use, Changes in Location. So long as Lessee shall not be in defined under this Lesse, it shall be entitled to the possession and use of the Lessed Equipment is accordance with the terms of this Lesse. The Lessed Equipment shall be used in the conduct of the levels: business of the Lessee, shall be kept at the Site where it was installed and shall our be permanently removed from such location without the prior written consent of the Lesser. The Lesses shall not, without Lessor's prior welters consent, part with possession or control of the Lessed Equipment or attempt to sell pleage, mentaging or otherwise encumber any of the Lessed Equipment or attempt to perport to sell, pleage, assign, transfer or otherwise dispose of or encomber any interest under this Lesse.
 - 11. Performence of Obligations.
- (a) If the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lesse to be performed by the Lessea, the Lessor may, at its option, immediately are they than the read or perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense or flability incurred by Lessor in such performance, together with interest, at the lessee of the highest lawful contract rate or one porcent (1%) per month, until paid by the Lessee to the Lesser, shall be payable by the Lessee apon dermand as additional Fees.
- (b) If the Lessor shall fail daily and premptly to perform any of its obligations under the provisions of this Lease to be performed by the Lesser, the Lesser may, at its option, immediately or at my time thereafter perform the same for the second of Lessee without thereby wishing such default, and any amoout mile or emposes or fleshiftly incurred by Lessee in such performance, together with intenst, at the lesser of the highest lawful contract age or one percent (1%) per morath, unit paid by the Lessor to the Lessee, shall be payable by the Lessor apon demand.
- 12. Right of Impection. Lessor shell have the right from time to time during reasonable business hows to ester upon the Lessor's premises or elsewhere for the purpose of confirming the existence, condition and maintenance of the Lessed Equipment and for the provision of the services contemplated by this Lesso.

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Client's lottlets

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13. Default by Lessee. There shall be deemed to be a breach of this Lesse by Lessee

(a) Lessee shall default in the payment of any amount due hereunder and such default shall continue for a period of lifteen (15) days; and/or

(b) Lessee shall default in the performance of any other covenant, condition or agreement herein and such default shall continued uncured for fifteen (15) days after written notice thereof to Lessee by Lesser, and/or

(c) Lesser cases doing business as a going concern, or it's petition is filled by or against Lessee under the Bankruptcy Code or any amendment thereto: and/or

(d) Lessee removes, selfs, transfers, encumbers, sublets, or parts with possession of the Leased Equipment or any part thereof, or authorizes or attempts to do any of the forespice.

In the event of a breach of this Lesse by Lessee as herein defined in (a) through (d) above. Lesser, at its option, shall have the right to exercise any one or more of the following remodes:

(a) Lessor may demand forthwith that the Lassed Equipment be delivered to Lessor at Lesson's expense at such place as Lessor shall designate; and/or

(b) Lessor and/or its agents may, without notice or liability or legal process, enter into any prentises of or under control or jurisdiction of Lessee or any agent of Lessee where the Lessed Equipment may be located or is believed by the Lessor to be located, and repostess all or any part of the Lessor Equipment disconnecting and separating all thereof from any other property, Lessee benchy expressly waiving all further rights to possession; and/or

(c) Lessor may cease the provision of any and all services contemplated by Section 3(c) of this Lesse; and/or

(d) Lessor may declare all sums due and to become due hereunder immediately due and poynthe, and/or

(c) Lessor may recover immediately as and for fiquidated damages for the breach of this Lesse, and not as a penalty, any and all ampid Fres that accrued on or before the breach of this Lesse by Lessee, plos as amount equal to the difference between the aggregate reserved hereander for the unexpired terms of this Lesses and the them aggregate restal value of all Lessed Equipment for such mexpired terms provided, however, that if any statute governing any proceeding to which such damages are to be proved specifies the amount of such claim. Lesses shall be entitled to prove as and for damages for the breach as amount equal to that allowed under such statute. The provisions of this Section (e) that

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be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby: and/or

(f) Lessor may proceed by appropriate legal proceedings, as described in Section 22, to enforce performance by the Lessee of any and all of the applicable covenants of this Lesse as well as any other remedy here's provided.

Should any legal proceedings be insultated by Lessor to recover any sums due or to become due to Lessor betweender and/or for postession of any or all of the Lessod Equipment and/or for any other refiel, the non-prevailing party in such legal proceedings shall pay the reasonable attorneys? fees of the prevailing party.

14. Default by Lessor. There shall be deemed to be a breach of this Lesso by Lessor

.

(a) Lessor shall default in the performance of any covenents herein and such default shall considured uncared for filtees (15) days after written notice thereof to Lessor by Lessor or;

(b) Lessar coases doing business as a going concern, or if a position is fixed by or against Lessor under the Emiliruptcy Code or any amendment thereto.

In the event of a breach of this Lease by Lessor as investi defined in (a) through (c) above, Lesses, at its option, shall have the right to exercise any one or more of the following

(a) Lessee may terminate this Lease, without any further obligation to the Leaves:

(b) Leases may proceed by appropriate legal proceedings, as described in Section 22, to enforce performance by the Lesser of any and all of the applicable covenants of this Lease as well as any other remetly herein provided.

Should any legal proceedings be instituted by Lessee hereunder. The non-prevailing party in such legal proceedings shall pay she reasonable attoracys' fees of the prevailing party.

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to person or property resulting from or based upon the installation or maintenance of the Leased Equipment, or the gross negligence or intentional wrongsdoing of the Leason and shall, at its own cost and expense, defend any and all such suits which may be brought against Leason, either alone or in confunction with others upon any such liability or claim or claims and shall suckly, pay and discharge any and all judgments and fires that may be recovered against Leason in an achieve of any such claim or demand.

- 16. Assignment. This Lease and all rights of Lessor hereunder shall be assignable by Lessor without Lessor's consent, but Lessor shall not be obligated to any assignment of the Lessor content of the relation notice of such assignment flora the Lessor. Without the prior writers content of Lessor, which shall not be uncernambly withhold, the Lessor shall not easign this Lease or its interest hereunder now enter into any sublesses with respect to the Leased Equipment
- 17. Assignment as to Maintenance. Lensor shall allow Lessee to assume all rights of any existing Service Agreement if permissible by the warranty provider, in the event Lesser should default under this Lense. Any existing Service Agreement shall not be terminated by either party thereto without the centent of nither party.
- 13. Further Assurances. Either party shall execute and deliver the other party, upon regress, such instruments and assurances as such requesting party downs mecanisty or advisable for the confirmation or perfection of this Lease and the parties' respective rights hereunder.
- 19. Notices. All notices relating heren shall be delivered in person to an officer of the Lessor or Lesson, or shall be mailed by certified mail to Lessor or Lesson at its respective address set forth below or at any later address test known to the sender.

Think Anew, LLC Aitn: Dot Glidewell PO 8ex 669 Madison, MS 39130

If to Lessee:

New Beginnings Care Anne Laurie Hooles 4704 History Prisco History Tel 37343

- 20. Remedies, Walvers No remody hereunder shall be exclusive of any other nemedy barein or of any other sentedy otherwise available at law or in equity, but each shall be cumulative and in addition to every other remedy. A waiver of a default shall not be a waiver of any other or a subsequent default.
- Irrevocability. Except in the event of a default by Lessor which is not thatly cured in accordance with the terms of this Lesse, this Lesse is irrevocable for the full term hereof

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as set forth in Section 2 hereof and for the appropriate Fees herein reserved in Section 3, and the Feet shall not abute by reason of termination of Lenser's right of prosession and/or the taking of possession by the Lenser or for any other reason. Delinquest installments of Feet shall bear interest at the highest lewful contrast rate or one percent (1%) per month, whichever be the leaser.

- 22. Applicable Law, Arbitation. This Leads shall be indepteded under the laws of the State where the Site is located. ANY DISPUTE UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY THE PARTIES SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE. THE ARBITRATION SHALL BE CONDUCTED IN THE CITY WHERE THE SITE IS LOCATED REFORE AN ARBITRATOR TO BE MUTUALLY AGREED UPON BY THE PARTIES HERETO. NO PARTY TO ANY DISPUTE SHALL BE ENTITLED TO ANY PUNITIVE DAMAGES. THE ARBITRATOR'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR WILL BE RIVAL AND WILL BE ENTITLED TO ENPORCEMENT IN THE COURTS OF THE STATE WHERE THE SITE IS LOCATED.
- 23. Limitation of Liability. If Lessor is found to be in material breach of this Lessor, Lesson's sole remedy against Lessor shall be the termination of this Lesso and encoation of Lesson's fautor fishility for any of the Fore specified in paragraph 3. Lessor shall have no other liability whatsorever to the Lesson. including, but not limited to, Emblity for interruption of business or other consequential damages. If any other provision of this Lesson is from in our flex with this paragraph, the provisions of this paragraph shall control.
- Entire Agreement. This incornant constitutes the natire agreement between Lessor and Lesser; and it shall not be amended, altered or changed except by a written agreement signed by the parties heren.
- 23. Amendment. This Lease may only be amended by written agreement signed by both parties: provided, however, the parties may amend the list of Lease Equipment specified in any Addendom by execution of a revised addendom to adestantially the form of Exhibit A.
- 26. Severability Clause. If any clause or provision of this Lause is illegal, havelid or insenforceable under present of finance laws effective during the term of this Lease, then it is the intention of the parties herein that the remainder of this Lease shall not be affected thereby. It is also the latention of the parties to this Lease that in five of each clause or provision that is littingal invalid or usenforceable, there be added as a part of this Lease a chause or provision as similar in terms to such littings, invalid or uncentro-carble clause or provision and provision as sending the terms to such littings, invalid or uncentro-carble clause or provision and per position and the legal and order-carble. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lause.

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IN WITNESS WHEREOF, Lossor and Lesser have amond this Lease to be executed by their days matterized representatives \mathbf{x} of the day and year first above written.

LESSOR

Thick Ancw. LLC

New Beginnings Care, LCC

Print Name Layre Hocks

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EXHIBIT A

New Beginnings Care

OTY	New Description	Monthly for
	IP PSX	\$250,00 ca
	Memograd POE Switch	Walved
4	Apologue Connection	Walved
10	Phone Trunks	Warved
11	Multibutton IP phone	\$35.00 ea
	Conference Phone	\$70.00cm
	Monthly Total	\$705.00

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Managed Services Acreement

This Service Agreement (the "Agreement") is entered into by and between Campus Health Care Center, located 196 Colonial Deire, Youngstown, OH 44505 herein referred to as Client, and Think Anew LLC, PO Box 669, Medison, MS 39130, hereinstear referred to as Service Provider, effective as of February 1*2015 (the "Effective Date").

WIGERFAS, Client decires to remin Service Provider to manage and support Client's existing information technology infrastructure located at the address above.

The parties hereby AGREE as follows:

Term of Agreement

The Agreement shall remain in force from the Effective Date for a term of shary (60) months, (the "initial Term"), unless earlier terminated as set out below. The Agreement shall automatically renew for a subsequent one year term beginning on the day immediately following the end of the initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement

This Agreement may be incubated by Client during any term of this Agreement upon ninety (90) days written notice to Service Provider if Service Provider (1) materially beneates any substantive term or conflicts of this Agreement and fails to remain same within thirty (30) days after mentiony written notice of such breach from Client, or (2) terminates or seapends its besteroe possible.

This Agreement may be minimized by Service Provider during any term of this Agreement upon where (%) days written notice to the Client.

If either purp terminates this Agreement, Service Provider will reasonably assist Client in the orderly termination of services, including the transfer of the services to a seconsor provider if a successor is designated by Client. Client agrees to pay Service Provider for the time and expenses of rendering such assistance.

Services

Page 2 of 6

Client's Intimis DO Think Area LLC G

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The services to be performed by Service Provider hereunder are remote-type services as set out in the smached Appandix A (the "Covered Services"). Services requested by Client that are not included in the Covered Services, such as one-tide services and support, will be considered as "Additional Services." Additional Services will be brilled at the renes set out in Appendix 3, along with any expenses reasonably incurred in the performance thermof, and will be included as removed theme as the incubed.

Service Provider may provide support for Client's hardware and systems, provided that all hardware is covered under a currently active vasider support contract, and all applicable software is genuine, currently licensed, and vancor supported. Should any hardware or systems fail to meet these provisious, Client understands sod anknowledges that Client shall be safely responsible and fishle for beinging the same into compliance. Client will defend, indemnify, and hold harmless Service Provider with regard to the installation, configuration, or use of Client's harrisone, serfroure, and systems.

Services Provider will provide ongoing monitoring and security services of all critical devices starting on the date when such equipment is implemented to enable monitoring. Should a problem be discovered change monitoring. Services Provider may analor reasonable estimates to realify the condition through nersons means.

It is understood that, from time-to-time, Service Provider may be required to contact outside it is information that, which intercentually contract provides and yet required to confirm ordinal contains services in relation to Client's technology meeds, upon Client's approval. Continuous's feat and expenses in these absencess shall be invoiced to Service Provider either directly by the continuous in as part of Service Provider's monthly invoice.

Service Provider shall not be responsible for delays or failure in performance resulting from acts beyond the control of Service Provider, including but not limited to natural distance, acts of God, wen retroism, any change in or adoption of any law or regulation, or any failures resulting

Covered Services will be provided to Client by Service Provider Monday through Friday during Survice Provider's normal business hours of 8:00 a.m. to 5:00 p.m., excluding public helidays. Network and system monitoring survivors and netwin support deak assistance (outlined in Appendix A) will be provided 24/77565. Other Covered Services that are performed consideration of the Provider's normal business hours are considered emergency survives and will be subject to the emergency rates act out in Appendix B. On-eith support and other Additional Services will be provided as set forth in Appendix B.

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Fees and Payment Schedule

Fees for Covered Services will be \$1,200.00 per calender month per facility, plus any reasonable expenses incurred by Services Provider in commentors with the provision of such services. Additional facilities to be included under this Agreement in the fitture will be attached and updated on Appendix C. Fees for Covered Services are to be paid in advange and are normalizedable. Fees for Covered Services and may related expenses shall be involved to Client on a montally back, and may seem or expenses incurred for Additional Services shall be included on the involved on the involved and any Additional Services may be suggested on the first day of each month. Covered Services and any Additional Services may be suggested without further notice, and a late fee of \$50,000 will be assessed, if payment is not received in-hand within thirty [50] days of the involved the date. Service Provider will serive to provide clear, timely, and accurate involves, between the control of the provider of my through the first provide of the my through the provider of my through the first provider

In the event Client is in definit for compayment of any involved amount(s), Client bareby waives all notices of default and nonpayment and shall be responsible for all reasonable attoracys; fees and related cours incurred by Service Provider should Service Provider institute collection offers.

Ilmitation of Liability

Cliant spreas to defend, indemnify, and hold harmless Service Provider with regard to any and
all demnate, allegations, actions, cleims, concroversies, desneges, and liability, either discerby or
indirectly resulting flows, or alleged to have resulted from, the ties, missues, inshibity to use,
failure to use, operation of Liamilation of configuration of, or otherwise involving or stemming
from my portion of Cliem's information technology system and infrastructure, regardless of the
source or consort such exists. Service Provider has been activated of the possibility of such damages.
This includes, without idulation, allegations involving the unlawful minute or disclosure of
protected or confidential data; allegations of desamges involving computer viruses, spyware, or
refer unlawary allegations related to the loss, theft, or innocessibility of data; and claims for all
other damages and callet of my type or esture whether at law or in equity, including
without limitation actual demages, special damages, consequential damages, punsive damages, and claims for any open and claims for equitable relief.

In the event of a breach of this Agreement by Service Provider, Client's exclusive remedy shall

Warrenties and Disclaimer

Client shall inform Service Provider in writing of any lastest concerning services or work provided by Service Provider or Service Provider's contractor, and Service Provider will make reasonable efforts to solve the groblem. Said services are work shall be desired accepted in full if Service Provider is not so informed within five business days of the performance of this work.

Page 3 of 2

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During the course of providing services, you may purchase or lease from Service Provider various technology equipment, software, and other peripherals (collectively "Equipment"), SERVICE PROVIDER DISCLAIMS ALL WARRANTIES WITH REGARD TO SUCH EQUIPMENT, WHETHER EVERSES OR NOWLED, NULLEDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR NUMBER.

Non-Solicitation of Employees

Neither party shall solicit or offer comployment to any employee of the other party, whether directly or indirectly, during their employment or within one year of termination of their comployment, except with the other party's prior written approval in each case.

Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, say confidential information of the other party. Confidential information information which relates to either party's research, development, unde source, or business affects, but does not include information which is generally known or reasonably successimble

Aug montoverry or claim mining out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration administrated by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Unless the parties agree otherwise, arbitration proceedings shall be held in Nedstoon Country, Mississippi. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration-released fees and expenses in accordance with the applicable rules of arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrative award, or skulls to comply with the arbitrative award, the other party is entitled to cost of fail, including reasonable attorneys' fees for having to compel arbitration or to defend or enforce the award.

If my provision of this Agreement is found to be illegal or mentiorceable in a judicial proceeding, arbitration, or other proceeding, such provision shall be sowned, and the remaining provisions of the Agreement shall remain in force and binding on the parties hereto to the fultest extent allowable by law.

Choice of Law

All controversies criting from this Agreement shall be governed by the laws of the State of Mississippi, regardless of any applicable choice of law provisions, and, to the extent not covered Page 4 of 8

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Case 1:16-ap-01028-NWW Doc 2 Filed 07/14/16 Entered 07/14/16 14:20:56 Desc Case 1:16-bk-10272-NWWMឯកបារីដោះ Desc Case 1:16-bk-10272-NWWMឯកបារីដោះ Desc Case 1:16-bk-10272-NWWM ប្រាប់ ប្រជាជាមក ប្រាប់ ខ្លាំង (១៩) ប្រសេក (១៩) ប្រាប់ ខ្លាំង (១៩) ប្រាប់ ខ្លាំង (១៩) ប្រាប់ ខ្លាំង (១៩) ប្រាប់ (១៩) ប្រាប់ (១៩) ប្រាប់ (១៩) ប្រាប់ (១៩) ប្រាប់ (១៩) ប្រស់ (១៤) ប្រាប់ (១៤) ប្រាប់ (១៩) ប្រាប់ (១៤) ប្រសេក (១៤) ប្រាប់ (១៤) ប្រស់ (១៤) ប្រាប់ (១៤) ប្រាប់ (១៤) ប្រាប់ (១៤) ប្រាប់ (១៤) ប្រាប់ (១

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by the mandatory arbitration pro- courts located in Medican County,	vision above, shall be adjusticated only in the state or indecal Mississippi.	Appendix A. Covered Services consist of the following renow support services:
Notices		Support Desk
Notices required by this Agreement via facsimile, to the following:	nt may be sent via U.S. Mail, first class and postage prepaid, or	- Tracer creation - Tracel and computer issues
If to Service Provider Don Glidewell Thirk Anew Pr. O. Box 669 Madison, MS 39136 (501) 345-4234 (Rodinile)	K to Chest (Stocstmile)	*Resoning pear words *Resoning bears applications *Troublembooring and solving prioring senses *Clinical and Oilling private support (AHT, PCC, etc.) *User account susper *User account removal and terminations ** Wetwork [in-clusting Methology Salars Wetwork [in-clusting Methology Salars
Entire Agreement		* Basic Wireless Acress Print model and and
understandings between the puries on other understanding, represented subject matter covered by this Acres	opendices attached bereto, constitutes the order agreement if and superandes all prior onal and written representations and as to the subject metion forein. Back party acknowledges that the subject metion forein the party acknowledges that the properties of the party of the party of the party that is not presented have been made or carise regarding the sement except as specifically set out in writing levels. Any I be specified in writing and meetined by both Client and	Static Networking enginement translationing Basic Network and System numbering Network examinion content to metwork providers Tracking of naturality server to providers Tracking of naturality in the confer of AT&T, Windstream, etc.) modes Static Trackingchapting with complete (AT&T, Windstream, etc.) modes Static Trackingchapting with complete Network neurality Marking IT infrastructure
Acceptance of Terros		Domain nontroller serup, nonlinguration, and management SQL server serup, configuration, and management
to fully and unconditionally his	signing this Agreement on its behalf is thely authorized to do such person is setting within the scope of his or her authority. Client with regard to the turns and conditions of this arties shall evidence acceptance of this Agreement. THINK ANEW, LLC	Tomical services sorry, accompliancing, and management Tomical services sorry, configuration, and management Clinical software acoust, configuration, and seneagement Email serup, configuration, and management Email serup, configuration, and management Management If Sepport Clinical services and support as requested based on present and future benimus strategies of Clinical
ar Debba Cones frame Daubse Sones falle CEO	By: Dan Gilderweil President	In certain cases, communicate rates require augment only available during require business boxes. Approved required from constructor reseas general common and many requires suppose only associated during required business boxes.
Speci 3-1075	Date Signed: ALICE	
	Page 5 of 8 Cheer's initial DA	Page 6 of 8 Chern's initial III

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Appendix B

Any services that are consider the Covered Services as provided in Appendix A are considered as Additional Services. Additional Services include, without Bratistica, the following:

 Services relained to hardware or onlineare explocement, configuration, and/or expresses, such as laptops, desistop PC*2, monitors, betterfee, and other peripherals. Service Provider will obtain approved their Client prior to purchasing and replacing any herdware or software.

All de-site services. Any work that requires a mahnicles credite as any facility will be billed occurring to the rease second below.

Travel costs will be billed for travel to/fire Client's facility, based on the hously rates set out below. Service Provides will obtain approved to least travel costs from Client party to conding a methodolog or representative to a site.

The following bourly rame will apply to all Additional Services performed by Service Provider, in addition to any related expenses incurred in the performance of Additional Services.

 Work Role
 Normal Rate
 Emersors Rate (Westernds, Mediture, and After Normal Business Hours Systems Engineer

 Systems Engineer
 \$135,000/seer
 \$120,000/seer

 Travel Costs (Each Way)
 \$45,000/seer
 \$250,000/seer

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Continuing Generally for

Missered Services Agreement

As the management company of the above-referenced Client herein, and as an inducement to Service Provider to mike and enter into this Managed Services Agreement (the "Agreement") with this Client, the undersigned, on behalf of such Client, Salv, absolutaly, irrevocably, and enconditionally parameter (1) the Client's payments of its Fees and any other auras there are payable or may become physible under this Agreement, and [2] the performance of all other obligations the Client may him under this Agreement, all upon the salve terms, conditions, and finitiations as set out in this Agreement as applicable to Client and without the need for demand or notice to the undersigned, all of which are hareby varied by the suddersigned. This Conditioning Gusarray shall include and be fully effective as to any appropriate (missions, additions, amendments, or addendums to this Agreement and/or to any publish hereto, including without finitiotion any additional Fees and summ there may result from any additions to or revisions of the Agreement and/or the pricing thereof, whether or not the undersigned succursal, had notice of, was otherwise a party to such revision, addition, amendment, or addendum. The undersigned also fully consents to be bound by the Applicable Law and Arbitration provisions of Pot agraph 21 hereof.

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Client's Initial DA

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EXHIBIT D

Managed Services Agreement

This Service Agreement (the "Agreement") is entered into by and between Cedaterneck Health Care Center, located 4121 Tod Ave NW, Werner, OH 44485 herein referred to as Client, and Think Anny LLC, PO Box 659, Medison, MS 39130, hereinsther referred to as Service Provider, effective as of February 1" 2015 (the "Effective Date").

WHEREAS, Client desires to retain Service Provider to manage and support Client's excision information technology infrastructure located at the address above.

The parties hereby AGREE as follows:

Term of Agreement

The Agreement shall remain in fence from the Effective Date for a term of shaty (60) months, (the "Initial Term"), unless earlier terminand as set out below. The Agreement shall automatically reason for a makeopene one year term beginning on the day immediately following the end of the initial Term, unless either perty gives the other minery (90) days prior vertices potice of its intent not to renew this Agreem

This Agreement may be terminated by Cheat during may term of this Agreement upon ninery (90) days written notice to Service Provider if Service Provider (1) materially incomes any substantive term or condition of this Agreement and finite to remety same which thirty (30) days after receiving written notice of such breach from Client, or (2) terminates or suspends its business to consortion.

This Agreement may be terminated by Service Provider during any term of this Agreement upon ninety (90) days written natice to the Client.

If either perty terminates this Agreement, Service Provider will reasonably assist Client in the orderly termination of services, including the transfer of the survices to a successor provider if a successor is designated by Client. Client agrees to pay Service Provider for the time and expenses of rendering such assistance.

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The services to be performed by Service Provider hereunder are remote-type services as set out in the standard Appendix A (the "Covered Services"). Services requested by Client that are not included in the Covered Services, such as co-dies services and support, will be considered as "Additional Services will be billed at the rates and out in Appendix B, along with any expenses reasonably incurred in the performance thereof, and will be included as moneyte times on the incurries.

Service Provider may provide support for Client's bardware and systems, provided that all bertware is novemed under a currently active vender support contract, and all applicable software is geneine, currently licensed, and wender-supported. Should any hardware or systems full to meet these provisions, Client understands and subnowledges that Client shall be sofely responsible and libble for bringing the same into compliance. Client will defined, indertwift, and hold harmless Service Provider with regard to the insusitation, configuration, or use of Client's

Service Provider will provide ongoing monitoring and security services of all tritical devices starting on the date when such equipment is implemented to comble monitoring. Should a problem be discovered during monitoring, Service Provider may make reasonable attempts to restify the condition through remote mome.

It is understood that, from time-to-time, Service Provider may be required to contact outside contractors to perform certain services in relation to Client's technology coods, upon Client's approval. Contractor's fees and expenses in these situations shall be involved to Service Provider either directly by the contractor or as part of Service Provider's monthly involon.

Service Provider shall not be responsible for delays or failure in performance resulting from acts beyond the control of Service Provider, including but not limited to manual dissects, acts of Ood, way terrorian, may change in or adoption of any law or regulation, or any failures resulting from internal costages.

Covered Services will be provided to Client by Service Provider Monday through Friday during Service Provider's normal business hours of 8:00 a.m. to 5:00 p.m., excluding public helidays. Nervour's and system monitoring services and extents support tack assistance (onthined in Appendix A) will be provided 24/10/65. Other Covered Services that are performed outside Service Provider's normal business boars are outsidered emergency services and will be subject. to the energency rates set out in Appendix B. On-site support and other Additional Services will be provided as set furth in Appendix B.

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Fees and Payment Schedule

Fees and Payment Schedule
Fees for Covered Services will be \$1,200.00 per calcular month per facility, plus any reasonable opposes incurred by Service Provider in connection with the provision of such services. Additional facilities to be included under this Agreement in the future will be standard and applicated on Appendix C. Fees for Covered Services are to be paid in advance and are sometingulable. Fees for Covered Services are to be paid in advance and are sometingulable. Fees for Covered Services sail be invesiced to Client on a monthly basis, and any frees or emposes instituted for Additional Services sail be involved on the first day of each month. Covered Services and not provide on the first day of each month. Covered Services and near Additional Services may be assembled without further notice, and a less fixe of \$20.00 will be assemble, if payment is not received in-hand within thry (30) days of the involve date date. Service Provider will stulve to provide clear, timely, and accurate invoices, those-very. Clear it is encouraged to straining each invoice and shall notify Service Provider of any arrars in writing before the dwe date.

in the event Client is in default for monpayment of any invoiced amount(s), Client hareby waives all notions of default and management and shall be respectable for all consemble stierneys? fors and related costs incurred by Service Provider should Service Provider institute collection

Umitation of Liability

Limitation of Bability

Client agrees to defend, indemnify, and hold humaless Service Provider with regard to any and all demands, allegations, schoos, claims, controversies, damages, and liability, either directly or indirectly resulting from, or alleged to have resulted from, the use, misuse, liability to use, fedure to use, operation of, insollation of, configuration of, or otherwise involving or semming from my portion of Client's information technology system and infrastructure, regardless of the source or centre and even if Service Provides has been advised of the possibility of such damages. This includes, without limitation, allegations involving the miserful release or disclosure of other modern of the confidential data; allegations of damages involving computer viruses, spirvers, or other molwars, allegations related to the loss, that, or innocessibility of data; and claims for all other damages and relief of any type or nature whatsoever, whether at law or in equity, including without limitation actual damages, spenditor damages, and claims for equitable relief.

In the event of a breach of this Agreement by Service Provider, Client's contraine remedy shall

Client shall inform Service Provider in writing of any issues conserving services or work provided by Service Provider or Service Provider's constance, and Service Provider will make reasonable callest to solve the problem. Said services and wart shall be deemed accepted in full if Service Provider is not so informed within five business days of the performance of the work.

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During the course of providing services, you may purchase or lease from Service Provider various technology equipment, software, and other peripherats (collectively "Equipment"). SERVICE PROVIDER DISCLAIMS ALL WARRANTIES WITH REGARD TO SUCH EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABLITY AND OF PITNESS FOR A PARTICULAR

Non-Solidization of Employees

Neither party shall solicit or offer employment to any employee of the other party, whether directly or indirectly, during their employment or within one year of termination of their employment, except with the offert party's prior written approval in each case.

Each Purty shall hold in trust for the other purty and shall not disclose to any non-perty to the Agreement, any confidencial information of the other perty. Confidential information information which relates to either purty's reasouch, development, reads accrets, or buriness affairs, but does not include information which is generally known or reasonably accordinable

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be sented by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Unless the parties agree otherwise, arbitration processings shall be bedd in Madion Councy, Mainscaippi. The arbitrator's decicion shell be fined and legally binding, and judgment may be entured thereon.

Each party shall be responsible for its share of the arbitration-related fees and expenses in accordance with the applicable rules of arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitration's award, or fails to comply with the arbitration's award, the offers party is sociated to cost of fault, including seasonable supremys' fees for having to compel arbitration or to defend or enforce the award.

Severability

If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, arbitration, or other proceeding, such provision shall be severed, and the transiting provisions of the Agreement shall remain in force and binding on the parties hereto to the fullest extent allowable by law

All controversies adding from the Agrumment shall be governed by the laws of the State of Mississippi, regardless of any applicable choice of law provisions, and, so the extent not requested Page 4 of 8 Chern's instant

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	Desc E	xhibit A Page 2	5 of 40	

by the mandatory erbitration provision above, shall be adjudicated only in the state or federal courts located in Medison County, Mississippi.

Notices

Notices required by this Agreement may be sent via U.S. Mail, first class and postage properly, or vis facsimile, to the following:

If to Service Provider: If to Client: Don Glidewell Think Annw P. O. Box 669 Madison, MS 39130 (601) 345-4234 (facsimile)

Entire Agreement

This Agreement, including the appendices stratched bersen, constitutes the entire agreement between Client and Service Provider and supersectes all prior oral and written representations and understandings between the parties as to the subject meter bereis. Each party acknowledges that no other understanding, representations, or agreements have been made or exist regarding the subject source covered by this Agreement except an appendicular set in writing hertin. Any surrendments or modeliness shall be specified in writing and executed by both Client and Sander Breide. Service Provider.

Acceptance of Terms

Client admowledges that the person signing this Agreement on its behalf is duly authorized to do so, and represents and warrants that such person is acting within the scope of his or her natherity to fully and unconditionally bind Client with regard to the tarms and conditions of this Agreement. The signature of both parties stall evidence acceptance of this Agreement.

CEDARCREEK HEALTH CARE CENTER TEINK ANEW, LLC

Br Debta Dona Br I J Name Debbie Jones Don Glidowell (50) President

Date Signed: 3-10-15

..... Date Signed:__ 7/2/15

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Chere's taking Think Angui LLC or L

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Appendix A

Covered Services consist of the following remote support services:

Support Desk

- Support tests

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 Rescribe passwords

 Rescribe passwords

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 Clinical and billing software support (AFT, PCC, etc.) *

 User account removel and terminations **

Network (including Wireless) Streep

- Basic Wireless Access Point tranblesh
- Basic Networking equipment troubleakooting Basic Network and System monitoring Network socilation commet to network providers

- Norwick existence commet to network providers
 Tracking of notwork/system femus
 Provide point of commet for earlier (AT&T, Windstreem, cm.) anoth
 Basic Troubleshooting with carriers
 Danie Troubleshooting with carriers

- Domain controller stemp, configuration, and manager SQL server stemp, configuration, and management * Ferminal services seemp, configuration, and manager * Clinical software seemp, configuration, and managers * Email setup, configuration, and management

Management IT Science

CIO-level hipset and support an requested based on present and future business strategies of Client

In contain capes, association way require support only available during regular business became:
 Approved frequired from construct managements town and our require support only available during regular business income.

Page 6 of 8

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Appendit B

Any services that are consider the Covered Services as provided in Appendix A are considered as Additional Services. Additional Services include, without limitation, the following:

- Services related to hardware or software replacement, configuration, and/or upgrades, such as laptops, designs PC's, monitors, batteries, and other peripherals. Service Provider will obtain approved from Client prior to perchasing and replacing any hardware or software.
- All on-site services. Any work that requires a technicism on-site at any facility will be billed according to the range set out below.

Thevel cases will be billed for travel to/tip Client's facility, based on the hourly rates act out below. Service Provider will obtain approval to incur travel costs from Client prior to seeding a behavious or

The following hearly rates will apply to all Additional Services performed by Service Provider, in addition to any related expenses inclumed in the performance of Additional Services.

Work Rale Amociem Englaser

Systems Pagineer Travel Costs (Each Way)

Morroel Rate

Province Rate (Weekends, Hopkeys, and After Normal Remove Hours \$125,000 to 1

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Continuine Goaranty for

662/23 Red Services Agreement

As the management company of the above-referenced Client herein, and as an inducement to Service Provider to make and enter into this stanged Services Agreement [the "Agreement"] with this Clerk, the undersigned, on behalf of such Clerk, fully, absolutely, irrevocably, and inconditionally guarantees [1] the Client's payments of its Fees and any other sums that are payable or may become payable under this Agreement, and [2] the performance of all other obligations the Climb may have under this Agreement, all upon the same terms, conditions, and limitations at set out in this Agreement as applicable to Client and without the need for demand or pooled to the undersigned, all of which are hereby waived by the undersigned. Was Continuing Guaranty shall include and be fully effective as to indicary warrantly the universaginal. Here summaning the unity area to this Agreement and/or to any any subsequent revisions, additions, amendments, or eddendoms to this Agreement and/or to any challant hereto, including without limitation pay additional Fees and away their may result from any editions to or revisions of the Agracment and/or the pricing thereof, whether or not the undersigned executed, had notice of, was otherwise a party to such revision, addition, amendment, or addenders. The andersigned triso felly consents to be bound by the Applicable Law and Arbitration provisions of Paragraph 21 hereof.

NEW BUILDSONS CARE, LLC

and) dobo

___ Costs Signed _ 3 - 10 - 15

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Page 8 of 8

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EXHIBIT E

TELECOMMUNICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

Telecommunications Equipment Lease and Service Agreement (the "Agreement") is of into by and between Teleck Anew, LLC, 7570 Old Cannon Road, Medison, Midstein, LLC, no at 200 Mills Street, Abbertile, GA 31001, Intrinsifier referred to at "Leases." 39116, bere

- Lesse of Equipment. Lessor hereby loans to Lesson, and Lesson hereby kires and takes from Lessor the personal property (together with all replacement perce, additions, repets and accessories) described in the Addendum than the herebo as Entitle A (the "Addendum IA or to utilized at the icention described in the Addendum (the "Size"), which equipment shall be referred to berein as the "Lessed Equipment." Exhibit A is incorporated bessin and made a part
- 2. Perm. This Lesse is for a term of Sixty (50) months beginning on September 1st, 2013 (the "Initial Term"), expiring August 31, 2013. This Agreement shall suscenstically renew for subsequent con-year extended terms ("Extended Terms") beginning on the day immediately following the expiration of the initial Term or may Entended Term, unless either party given better written socies of its intent not to renew this Agreement st text nineay (90) days prior to the expiration date of the Leitial Term or any subsequent Extended Term.

Remais and Services.

(a) For said tend, or any partice thermof, Lessee shall pay to Lessee restal and survious fees (collectively "Foes") for the Lessee Equipment in the amounts set forth in Exhibit A (and for any Lessed Equipment that may be added purmant to Paragraph 24 below), psychic in monthly payments, each due not payable on the first skey of such month until the termination of this Agreements. All Foes shall be paid at Lessee's place of business or such other place as the Lessee may designate by written motion to the Lessee. All Foes shall be paid without notice or demand and without abstraces, deduction, or set-off of any amount whethereon. The operation and use of the Lessee the pay from hereadies whall be monadification of Lessee, and not of Lessee, the obligation of Lessee to pay Foes hereadies whall be monadification. In the event that may synchrotic to be made by Lessee shall not be paid within thirty (30) days of the invoke date, Lessee thall pay a delinquency charge in Lessee that on the paid within thirty (30) days of the invoke date, Lessee that pay pay a delinquency charge shall be deemed "additional rent" for all purposes under this Agreement.

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(b) Upon examption of this lense, Lenson shall pay to Lessor a non-refundable for ("Losse Enthacton Fee") in a sum equal to one month's payment of the Feer described in Section 3(s).

- In consideration for the Fors, Leasur agrees to provide the following services to
 - herallstine of the Learned Bessipment at the Site(s) designated by Leasen which are reasonably acceptable to the Leasen.
 - Operational assistance and expertise in connection with the use of the Leased Equipment; (a)
 - Management of Teleo Service provider bills (35)
 - Moves, Adds, and Changes as it permits to voicement, phone
 - Coordination of repair and searcasty service and (+)
 - Any additional service agreed to in writing by both Lessor and
- 4. Demage in Lensed Equipment Leasen shall be liable to the Leasen for any loss or damage to any Leased Equipment during the term of this Agrocument, including any extrassions thereof. In the overall of damage to Leased Equipment which does not constitute out of the extract of damage to Leased Equipment which does not constitute out of the Classes that the Lease Equipment which does not constitute that the Lease the Equipment that the Lease that the Lease the Equipment that the description of the Lease (Equipment that the demaged bear capable of equipment constitute of expair to any main or units which are damaged but are capable of equipment to any one of the Leasen Equipment to the Leasen Equipment to the Leasen Equipment to the Control of the Leasen Equipment to the Leasen Equipment Leasen Leasen Equipment Leasen Leasen Equipment Leasen Leasen Equipment Leasen Leas
- S. No Warranies by Lemor as to Lemond Equipment. EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLUDING ANY EXCEPT AS ATTACHED HERETO, LESSOR, NOT SEENG THE MANUTACTURER OF THE LEASED EQUIPMENT, NOR MAANUTACTURERS AGENT FOR THIS PURPOSE, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXCRESS OR EMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF TEE MATERIAL EQUIPMENT OR WORKMANSHIP IN THE LEASED EQUIPMENT, AND MAKES NO WARRANTY OR REPRESENTATION THAT THE LEASED

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Case: 45CI1:15-cv-00024-c Document #: 1-5 Filed: 01/29/2016 Page 3 of 11

EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULZ, SPECIFICATION OR CONTRACT, IT BEING AGREED THAT ALL SUCH RISKS REGARDING THE LEASED EQUIPMENT, AS BETWEEN THE LESSOR AND THE LESSES, ARE TO SE BORNE BY THE LESSER AT ITS SULE RISK AND THE WARRANTIES WAIVED HEREBY BY LESSEE INCLUDE, WITHOUT LIMITATION, THE WARRANTY OF MECHANTABLITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NOWINGHERING THE FOREIGN LESSEY ONES WHITHOUT LIMITATION, THE WARRANTY OF MECHANTABLITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NOWINGHERING THE FOREIGN, LESSEY ONES WHITHOUT LIMITATION, THE WARRANTY OF MECHANTABLITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NOWINGHERING THE FOREIGN, LESSEY ONES WHITH AND THE WARRANTY OF MECHANTABLITY AND THE WARRANTY OF THE PROPERTY OF THE WARRANTY OF THE PROPERTY OF THE P

No agreement, generaty, provides, condition, representation on warranty contrary to the foregoing shall be binding; all prior conversations, agreements or representations related hereto studies to the Lossed Equipment are integrated begin, and no modification hereof shall be binding noises in writing (with a specific reference to this provision of the Agreement) signed by Lestor.

If (1) the manufacturer of the Leased Equipment shall fall to camply with its warrenty obligations to such an extent that the Leased Equipment is, or becomes, massially smill that its intended uses, (2) the Leases has exhausted all attempts required under the manufacturer of the American's to allow the cantofficturer on opportunity to care, and (3) the manufacturer of the Leased Equipment has so matrially breached its warranty obligations that the Leases which is the replacement equipment of like kind and quality supplied by the same or a different manufacturer, Leases shall deliver written notice of such intent to Lease by cardidate, each case, estant manufacturer, Leases shall deliver written notice of such intent to Lease by cardidate, as a Leases's option, either (a) closin and install replacement equipment of pack potion is, at Leases's explored, the same or a different manufacturer, are additional to got to Leases, or (a) dealers this Agreement. Should Leases are templated this Agreement, Leases thall have no further obligations under this Agreement. Should be the or to template this Agreement, Leases thall have no further obligations under this Agreement. Should be the or to template this Agreement, Leases that have no further obligations under this Agreement to the Lease of the Lease of Equipment. In the event of surjects or other damages flowing from the unifitient of the Leased Equipment. In the event of surjects of other damages flowing from the unifities of the Leased Equipment. In the event of surjects of the relation of Liability's shall covered.

- 6. Compliance With Laws. Lesses agrees, at its ewn cost and expense (a) to pay all charges and expenses in connection with the operation of each item of Lessed Squipteent, (9) to comply with all governmental laws, ordinances, regulations, requirements and naise with respect to the use, maintenance and operation of the Lessed Equipment, and (c) except as specifically delegant to Lesser in this Agreement, to make all repairs not replecements required to be made to maintain the Lessed Equipment in good condition, reasonable wear and tear excepted.
- 7. Taxos. During the term of this Agreement, Leases agrees that, , is addition to the Foos provided inerein to be paid, it will promptly pay all taxos, assessments and object opportunities clearge levial on assessed upon the interest of the Leases in the Leases for the Lea

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paid by the Lessor on account of its ownership of the Leason Equipment or any part thereof, or the use or operation thereof or the lessing thereof to the Leason.

- Covenants of Lessee. Lessee covenants at all times during this Agreement to provide adequate hardware to allow for the installation and operation of the Lessed Equipment.
- 9. Talle of the Lessor. Talle to the Lessor Equipment shell at all times remain in the Lessor and Lessor will at all times protect and defend, at its own cost and expense, the ride of the Lessor from and against all claims, liens and legal processes of smeltons of the Lessor and keep all Lessor Equipment from all such claims, tiens and processes. Lessor apportionally authorizes Lessor to prepare and deliver any and all filting attenuents, notices or other focusments necessary to perface fit interest in the Lessor Equipment. The Lessor Equipment is and shell remain personed properly, and shell not become or be considered as fixure. Upon the expiration or termination of this Agreement for any reason, the Lessor at Exaster's sole expenses shell return the Lessor Experiment supercomposed to Lessor at Lessor piece of funitess, or to such other place at Lessor and Lessoe agree apon, and in the same condition as when restricted by Lesson, reminusible were and test remaining from use thereof alone excepted.
- 10. Possession, Place of Use, Changes in Location. So long as Lessee shall not be in default under this Agreement, it shall be excited to the possession and use of the Loused Equipment in ascertaince with the terms of this Agreement. The Loused Equipment shall be used in the conduct of the Isreful business of the Lessee, shall be kept at the Size obser it was installed and shall not be permanently removed from such location without the prior written consent of the Lesse. The Lessee thall not without Lessee's expense prior written consent, part with presented or control of the Lessed Equipment or attempt to will, pledge, mortgage or otherwise to consumber any of the Lessed Equipment or attempt to purport to kil, pledge, sanityage or otherwise to consumber any of the Lessed Equipment or attempt to purport to kil, pledge, sanityage or otherwise to consumber any of the Lessed Equipment or attempt to purport to kil, pledge, sanity, transfer or otherwise to consumber any of the Lessed Equipment or attempt to purport to the plant of the Lessee (Equipment or attempt to purport to the lessed Equipment or attempt to purport to the lessed Equipment or attempt t

- (a) If Lesser shall fail duly end promptly to perform my of its obligations under the provisions of this Agreement to be performed by the Lesser, the Lesser may, at its optice, immediately or 2 my time thereafter perform the same for the econom of Lesser without thereby waiving such default, and may amount paid or expense or the hebitsty incurred by Lessor is such performance, together with instruct, at the lesser of the highest leavist contract rate or one percent performance, together with interest, at the lanser of the highest leavill contract rate or one p (1%) per mench, until paid by the Lessen to the Lesses, shall be payable by the Lesses
- (b) If the Lesser shall fall duty and promptly to perform any of its obligations under the provisions of this Lesser to be performed by the Lesser, the Lesser enzy, at its option, immediately or at any time thereafter performs the sense for the accents of Lessee without themby wishing such default, and any amount paid or expense or labelity incurred by Lessee is such performance, together with literary, at the lesser of the highest instead incurrent rate or one performance, the superior than the performance of the statement of the statement.

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12. Right of inspection. Lessor shall have the right from time to time during rescoulds brothers been to enter upon the Lessor's purposes or elsewhere for the purpose of confirming the extinence, condition and maintenance of the Lessof Equipment and for the provision of the services constampined by this Agreement.

13. Definit by Lesses. There shall be deemed to be a breach of this Agreement by Lesses if

(a) Lesson shall default in the payment of any amount due hereunder and such default shall continue for a period of thirty (30) days; and/or

(b) Lessee shall default in the performance of any other coveniest, condition or agreement berein and such default shall continued mounted for thirty (20) days after written notice thereof to Lessee by Lursor; and/or

(c) Lesses cesses deing business as a going contern, or becomes insolvent, or if a petition is filed by or against Lesses under the Bankruptcy Code or any amountment thereo; and/or

(d) Leases removes, sells, transfors, enounders, sublets, or parts with possession of the Leased Equipment or any part thereof, or authorizes, purports to do, or attempts to do any of the foregoing.

to the event of a breach of this Agreement by Lerent as berein defined in (a) through (d) shows, Lesson, at its option, shall have the right to exacute any one or more of the following remoties:

(a) Lessor may domaind furthwith that the Lessor Squipment be delivered to Lessor at Lessor's experse at such place as Lessor shall designant awaker

(b) Lessor and/or its agents may, without notice or liability or legal process, once into any presistes of or under control or jurisdiction of Lessor or my agent of Lessor where the Lessor Equipment may be located or is believed by the Lessor to be located, and repositors all or any part of the Lessor Equipment, discounsering and superstang all thereof from any other property. Lessor hereby expressly waiving all further rights to possession; and/or

(c) Lessor may cause the provision of my and all services contemplated by Paragraph 3(c) of this Agreement, and/or

(4) Lessor easy immediately terminate this Agreement und/or dealers all sums one and to become due hareunder immediately due and payable, without further obligation under this Agreement, under

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(r) Lessor may recover immediately as and for iquidated damages for the breach of this Agreement, and not as a peoplety, any and all supside Foot that accrued on before the breach of this Agreement by Lesses, plus as amount equal to the aggregate unpud Foot permissing becames for the mentioned main of this Agreement. The provisions of this Subparagraph (e) shall be in addition to, and without perpidies in, any other claims for damages or remeries to which Lessor may be marked; antice

(2) Lessor may proceed by appropriate legal proceedings, as described in Paugraph 21, to embroe performance by the Lessor of any and all of the applicable concausats of this Agmentum andres seek may other remedy herein provided or that may be available at her or in equity.

Should any legal proceedings be inclinated by Lemor to recover any sums due or to become due to Lemor hereunder and/or for possession of any or all of the Leaced Equipment and/or for any other relief, the non-prevailing party in such legal proceedings shall pay the reasonable attempts' fees of the prevailing party.

14. Default by Lessor. There shall be deemed to be a breach of this Agreement by Lessor if:

> (e) Lessor shall substantially default in the performance of any metarial coverance herein and such default shell continued unweed for thirty (30) days after written notice thereof to Lessor by Lesser, or

(c) Lessor couses doing business as a going ocnome, becomes insolvent, or if a petition is filed by or against Lessor under the Benkruptry Code or any amendment thereto.

In the event of a breach of this Agreement by Lessor as havein defined in (2) through (b) above, Lessee, at its option, may temperate this Agreement and tempediately resure all Lessed Equipment to Lessor, without any further obligation to the Lessor.

15. Indemnity Lesses shall indemnify and save Lesses harmless from my and all liability, lost, damage, expense, names of amino, saint, chains, or judgments arising from injury to person or property resulting from or band upon the actual or alleged use or operation of my or all of the Lesses Engineers, except for my such claim board solely upon the grean negligence or incomfosal sweegeloing of the Lesses; and shall, at its own not and expenses, defrod my said itsub-new which may be brought against Lesson; when calmo of the copiumion with others upon any such liability or claim or claims and shall satisfy, pay, and discharge my and all indupers and fines that may be recovered against Lesses in my took actions are demand. Lesses the number of my such claims or demand. Lesses the number of my and all indivity, box, demange, aspense, causes of actions, saint, claims or judgments arising from injury to person or property.

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residing from or based upon the insulation or maintenance of the Leaved Equipment, or the great negligence or intendent wrongdoing of the Leaver, and shall, at its own cost and expense, defauld may and all such suits which may be brought against Leaves, either abone or in conjunction with others upon any such liability or clear or clears and shall esting, pay and discharge any and all judgments and fines that they be recovered against Leaves in my each scrine or arthous, provided, however, that Leaves shall give Leaves prompt written nation of any model clears or denomed.

- 16. Assignment. This Agreement and all rights of Lessor hereunder shell be assignable by Lessor without Lessor's content, but Lessor shall not be obligated to any softgace of the Lessor enterpt after written notice of such assignment from the Lessor. Without the prior written consent of Lessor, the Lessor shall not ensign this Agreement of its interest bereamder nor motor into any sublesse with respect to the Lessor Equipment covered humby.
- 17. Further Austrances. Either party thall excents and deliver the other party, upon request, such instruments and assurances as such respecting party deems ancousany or advisable for the confirmation or perfection of this Agreement and the persien' respective rights bereunder.
- 18. Notices. All coolers relating barrets shall be delivered in person to an officer of the Lenser or Lenser, or shall be mailed by certified mail to Lensor or Lenser at its respective address sea fair below or at any later address last known to the section.

If to Lessor:

Think Anew, LLC Atta: Doe Glidewell P.O. Box 669 Madison, MS 39130

If to Lesson

New Beginnings Care, LLC Atta: Logal Department 4704 Hisson Pike Hisson, TN 37343

- 19. Remedica, Waivera. No remody hereunder shall be enclosive of any other remedy herein or of any other remedy otherwise available at law or in copity, but each shall be cannoted as an in addition to very other remedy. A severe of a default or failure to retain to severe other remedy. A severe of a default or failure to remedicate the remedicate of the remedicate of
- 20. Irrevocability. Except in the event of a definit by Lessor which is not finely council in accordance with the terms of this Agreement, this Agreement is introceable for the full term better (including Extended Terms, if any) as set forth in Pangapah 2 hereof and for the appropriate Free heteric returned in Pangapah 3, and the Free shall not about by traction for termination of Lessor's night of possession and/or the taking of possession by the Lessor or for

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any other muson. Delinquent installments of Fees shall bear interest at the highest lew-ful contract rate or one persons (1%) per stooth, whichever be the lesses.

- 21. Applicable Law, Arbitration, This Agreement shall be construed and interpreted under the laws of the State of Ministript, regardless of any applicable choice of laws provision. ANY DISPUTE UNDER, OR ARISING OUT OF THE SUBJECT MATTER OF, THIS AGREEMENT WHICH CANNOT BE RESOLVED BY THE PARTIES SALL BE SUBJECTED TO BROOMG ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RABITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UNLESS THE PRATTES INDIVIDUALLY AGREE OF HERWISE. THE ARBITRATION SHALL BE CONDOCTED IN MADISON COUNTY, MISSISSIPPI, EFFORE JOHN ARBITRATION SHALL BE CONDOCTED IN MADISON COUNTY, MISSISSIPPI, EFFORE JOHN ARBITRATION SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPI, EFFORE JOHN ARBITRATION SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPI, EFFORE JOHN ARBITRATION SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPI, EFFORE JOHN ARBITRATION SHALL BE STARLE DECARLED, YOU HAVE ARRITRATION SHALL BE STARLED EQUALLY BY THE PARTIES. THE DECINION OF THE ARBITRATION SHALL BE FINAL AND WILL BE PINAL AND WILL BE SIMILED AND WITHOUT SHALL BUSINESS IN EXAMINED TO BENCHEMENT OF THE STATE WHERE THE LESSEE IS LOCATED. TO UNITED THE MISSISSIPPI LESSES IN LOCATED, TO BE COUNTY AND STATEMENT OF THE STATE WHERE THE LESSES IS LOCATED. TO WE CANNOT AND STATEMENT OF THE STATE WHERE THE LESSES IS LOCATED. TO WE CANNOT AND STATEMENT OF THE STATE WHERE THE LESSES IS LOCATED. TO WE CANNOT AND STATEMENT OF THE LESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI LESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI LESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI LESSES IS LOCATED. TO WEIGHT OF THE STATE WHERE THE LESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI PLESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI PLESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI PLESSES IN LOCATED. TO WEIGHT OF THE MISSISSIPPI PLESSES IS LOCATED. TO WEIGHT OF THE MISSISSIPPI PLESSES IS LOCATED. TO WEIGHT OF THE MI
- 22. Limitation of Liability. If Lener is found to be in material breach of this Agreement, Lener's sale sensetly against Lener that he the termination of this Agreement and contains of Lessee's fourtre liability for any of the Fose specified in passgraph 3. Lener shall have no other liability of Lener, the Lener, including, but not timized to, liability of interruption of business or other consequential damages. If any other provision of this Agreement is found to be in conduct with this paragraph, the provisions of this paragraph that!
- Bairo Agreement. This instrument constitutes the extire agreement between Lessor and Lessor; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.
- 24. Amendment to Exist A. This Agreement may be meeted only by written agreement signed by both parties, as set our above; provided, however, from time to time during any term of this Agreement, Lessor and Lesson may maintaily consent is writing (who email or for represt or confinancion, or similar writing) to any addition to or revision of the list of another pricing of the Lessod Equipment commined in Richitit A. Lessor and Lessor may also manually consent in writing to provise, or add an additional location to, the Site inted on Erithit A. All Lessod Equipment attractuable to use in revised or additional Site shall be writted at that location, in accordance with other provisions of this Agreement.

Any such addition(s) or revision(s) as referenced in this Paragraph will be reflected in subsequent billing statements substitude to Lessen and will be deemed fully commuted to and accepted by Lessen ewlors. Lessen's sunsidied otherwise in wining within 10 days of the date of the initial billing in which such addition or revision is reflected. In all cases, the addition or

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revision shall be discused fully among and came any Fore are paid by Lessen in compension with same. All such additions or revisions shall be deemed as incorporated into each angle a part of this Agreement and Exhibit. A without the need for further reference thereine, and will be subject to all arms and conditions of this Agreement and Exhibit a set if inclusion therein.

25. Severability. Consistent. If any classes or provision of this Agraement is determined to be illegal, invalid, or unamforceable by any rule of law, public policy consideration, or sourt of compenent jurisdiction, then it is the intention of the parties hereto that remainfact of this Agraement shall not be affected thereby. It is also the intention of the perties to this Agraement that with respect to each clause or provision that is illegal, invalid, or intentiversible, that such clause be construed and enferred to the failnest extract possible to reflect the parties intent and to votel such linguish, invaliday, in unalisty, and many the parties from the and of the construction of the parties in the construction of manufactually to the option of each parties parties. ution of my provision of this Agreemen

DI WITNESS WHEREOF, Lessor and Lesson have contact this Agreement to be executed by their duly authorized repre-

THINK ANEW, LLC

ASSEVELLE REALTHCARS & REMARKITATION

By Downson Down Sacral Bullet & Boundary [a] of B Print Name Martina C. Abercombie

Posson VP of Business Development

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Page 19

Continuing Guaranty for Telecommonications Continuing Laure and Service Agreement

As the immegenization company of the above-referenced Lessen burein, and so me inducement to Lessee to make and enter into this Telecommunications Equipment Lenses and Service Agreement (the "Agreement") with this Lense, the undersigned, on behalf of such Lessee, this, shoolingly, investably, and monoadhiosally guestenance (i) the Lenser's payments of its Peer and any other sums that are payable or may become payable under this Agreement, and (3) the performance of all other obligations the Lessee may have tunder this Agreement, and upon the same terms, conditions, and limitations are set out in this Agreement as explicable to Lessee and without the need for demand or author to the moderational, all of which are bereby wrived by the undersigned. The Continuing Generaty shall include and to fairly effective as a say subsequent reviewer, subsequent reviewer, and the subsequent reviewer to the continuing any solditions. For set demant sets any result from my stifficient to or revisions of the "Lensed Equipment" itsed in Euclide Agreement and/or to tapt the subsequent to the continuing and another to pricing thereof, whether or not the undersigned canned, had notice of, was otherwise a party to such revision, addition, amendment, or addendum. The undersigned also fully consents to be bound by the Applicable Law and Arbitration provisions of Paragraph II hereof.

NEW BECD-NINGS CARE, LLC

Br. Washer Boursie 12/2/13

Print Name Marine C. Feorgrandie Position VP of Business Development

Lesson Initials DRA Lesson's Initials Truck

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EXPIRIT A

Abbeville Healthcare & Rehabilitation, LLC Effective Date of Equipment Leave and Service Agreement; September 1, 2013

SITE: Abbeville Healthcare & Robeb litetion, LLC Abbeville Healmoure of 206 Main Street Abbeville, GA 31001

LEASED SOUIPMENT and FEES

OTY	han Description	Unit Price/Month	Total Monthly Fees
1	IF PBX	\$250.00	\$250,00
1	Managad POE Switch	Waiwad	
4	Analogus Connection	Watwod	
23	Claca Phone 7931	\$40,00	\$920.00
1	Cisco Phone 7942	\$40.00	\$40.00
2	Cisco Phone 7925	\$70.00	5140.00
		Monthly Total Fees	\$1,350.00

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EXHIBIT F

TELECOMMUNICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

This Telecommunications Equipment Learn and Service Agreement (the "Agreement") is entered into by and between Think Anew, LLC, 7570 Old Centra Road, Madison, Mississippi, 39110, hereinsüber referred to as "Learne," and Boookylid Plesidianer & Rehabilitation, LLC, located at 300 Brookside Drive, Lintle Road, AR 72205, hereinsüber referred to as "Learne,"

- Lease of Equipment. Leaser hereby leans to Leases, and Leases hereby hims and taken from Leaser the personal property (together with all replacement parts, additions, repairs and accessories) described in the Addenders matched because Exhibit A (the "Addenders"). To be willisted it the location described in the Addenders (the "Size"), which equipment shall be reformed to berein as the "Leased Equipment." Exhibit A is incorporated herein and made a part
- 2. Term. This Leave is for a term of Shrty (60) months beginning on September 1st, 2013 (the "Initial Term"), repiring August 31, 2015. This Agraement shall minomalizably reases for subsequent non-year restorated terms ("Strended Term") beginning on the day intendiately following the expiration of the initial Term or any Entended Term, unless either party gives the other written notice of its Intent not to renew this Agreement of tent ninety (90) days prior to the expiration date of the Initial Term or may subsequent Extended Term.
- (8) For each term, or any portions thereof, Linear shall pay to Lessor restal and service frees (confinetively "Foest") for the Lossed Equipment in the uncovers set facts in Extilisit A (and for any Lineard Equipments that may be added pursuant to Paragraph 24 below), payable monthly payable and and payable on the first day of each mostle notif the termination of this Agnosment. All Feet shall be paid at Lessor's splace of bearings are set other place at the Lessor may descriptance by written notice to the Lessor. All Feet shall be paid without notice or demond and without shatement, desturation, or set-off of any amount whatenever. The operation and use of the Lessor Equipment shall be at the risk of Lessor, and of Lessor, and the obligation of Lessor to pay Feet hereunder shall be unconditional. In the event that any payable to be tracked by Lesson shall not be paid within thirty (10) days of the Invoice date, Lessor shall pay a deliopency charge to Lessor in an amount equal to one person (176) of all payments according to month, and such deliopency charge shall be deemed "additional rear" for all perposes under this Agromment.

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(b) Upon execution of this loam, Lesses shall pay to Lesser a new-refundable for "Lesse initiation Fee") in a sum equal to one month's payment of the Fers described in Section 3(a).

- (c) in consideration for the Pees, Lessor agrees to provide the following services to
 Lesson
 - Installation of the Leaved Equipment at the Site(s) designated by Leaves which are reasonably acceptable to the Leaver;
 - Operational assistance and expertise in connection with the use of the Leased Equipment;
 - (iii) Management of Teleo Service provider bills
 - Moves, Adds, and Changes as it pertains to voicemail, phase members and connections;
 - (v) Coordination of repair and warmenty service and
 - (vs) Any additional service agreed to in writing by both Latter and
- 4. Danaser to Leased Equipment, Lessor shall be liable to the Lessor for any loss or damage to any Lessod Equipment during the terms of this Agraement, including any extensions thereof. In this overall of damage to Leased Equipment which does not constitute total destruction of the entherty of the Leased Equipment, this liability may be discharged by Lessor paying to the Lessor the suntract cash replacement value of any unit or units of the Leased Equipment totally destroyed and/or by paying the some loss of requir to any unit or units which are damaged but are capable of repair, as appropriate, less the set absorped the sourcery, if any, animally recrived by Lessor from immance or otherwise for such loss or damage. If the Leased Equipment is tentily destroyed in its entirety, the liability of the Lessor may be discharged by Lessor paying to the Leaser the solutal cush replacement value of the Lessor the solutal cush replacement value of the Leased Equipment is totally destroyed and all the Fors due thereon, plus all the Fors to become due thereon less the art amount of the recovery, if any, animally received by Lessor from Insurance or otherwise for such loss or damage. Lessor shall not be obliqued to undertake, by lifegation or otherwise, the collection of any chaim against any person for loss or damage of the Leased Equipment.
- 5. NO WEITERS BY LESSEY SE IN LESSEE EQUIPMENT. EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLUDING ANY EXCEPT AS ATTACHED HERETO, LESSOS, NOT BEING THE MANUFACTURER OF THE LEASED EQUIPMENT, NOR MANUFACTURER'S AGENT FOR THIS PURPOSE, MAKES NO WARRANTY OR REFRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE MATERIAL EQUIPMENT OR WORKMANSHIP IN THE LEASED EQUIPMENT, AND MAKES NO WARRANTY OR REPRESENTATION THAT THE LEASED

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EQUIPMENT WILL SATISTY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT, IT BEING AGREED THAT ALL SUCH RISKS REGARDING THE LEASED EQUIPMENT, AS BETWEEN THE LESSOR AND THE LESSOR AT 05 HE GONE BY THE LESSER AT ITS SOLE RISK AND EXPENSE. THE WARRANTES WAIVED HERSEY BY LESSES BY LIDS, WITHOUT LIMITATION, THE WARRANTY OF MECHANTABILITY AND THE WARRANTY OF FINESS FOR A PARTICULAR PURPOSE. Notwithsteading the foregoing, Lessor does warrent and represent that the Lessof Equipment will be invalided by Lessor in a proper manner.

No agreement, guaranty, promise, confirint, representation or vertexty contrary to the foregoing shall be binding; all prior conventations, agreements or representations related baseto modes to the Lessed Equipment are integrated berein, and no modification become shall be blacking tables in writing (with a specific reference to this provision of the Agreement) signed by Lesses.

- If (1) the manufacturer of the Lossed Equipment shall fail to comply with its wasnessy obligations to such an entent that the Lossed Equipment is, or becomes, materially unfit for its immediat uses. (2) the Lossee has substanted all attempts required under the manufacturer its arranged to the complete of the manufacturer of the Lossed Equipment has so materially breached by warranty colligations that the Lossee within 10 have replacement equipment of like kind and quality applied by the same or a different manufacturer, losses shall delive written notice of much intent to Losses by cortified and, return receipt requested. Losses shall have he (10) days from the dose of receipt of such socie to, at Losses's option, either (a) obtain and install replacement and the control of such socie to, at Losses's option, either (a) obtain and install replacements are a different manufacturer, or no additional cont to Losses, or (b) declare this Agreement translated, in which once Losses that have no further obligations ander this Agreement Losses' shall have no far there obligations ander the substitute of the Losses, including how not include this Agreement to several of any condition of the days of the foreign from the unfiltness of the Losses diploment, he has evert of any condition between this paragraph 22, "Liestution of Liability's that occurs of paragraph 22, "Liestution of Liability's that control.
- 6. Compliance With Laws. Leaset agrees, at its own cost and expense (e) to pay all charges and expenses in connection with the operation of each new of Leased Equipment, (b) to camply with all governmental laws, ordinances, regularizate, requirements and rates with respect to the use, maintenance and operation of the Leased Equipment, and (c) except as specifically delegated to Lease in this Agreement, to make all repairs and explorement required to be made to maintain the Leased Equipment in good condition, reasonable were said tear excepted.
- 7. Taxes. During the term of this Agroument, Lessee agrees that, in addition to the Four provided herein to be paid, it will promptly pay all mans, assessments and other governmental charges levited or assessed types the inverse of the Lessee in the Lessee faquipment or upon the use or operation thereof, and madditional fees will promptly pay or reimburne the Lessee fault taxes (other than takes taxes paid by Lessee with respect to its purchase of the Lessee Equipment), assessments and other governmental charges levied or assessed against and

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paid by the Lesses on secount of its ownership of the Lessed Equipment or any part thereof, or the use or operation thereof or the lessing thereof to the Lesses.

- Covenants of Lesser. Lessee covenants at all times theiring this Agreement to provide adequate hardware to allow for the installation and operation of the Leased Equipment.
- 9. Title of the Lessor. Yrde to the Lessor Equipment shall at all times remain in the Lessor and Lessoe will at all times protect and defend, at its own cost and expense, the title of the Lessor from and against all cloims, Heast and legal processes. For experiment, the title of the Lessoe from the against all cloims, Heast and Heast Heast and Respondent from the cloims, Heast and processes. Lesso specifically surhorized Lessor to propers and deliver any and all filling statements, notices or other documents necessary to perfect its learnest in the Lessoe Equipment. The Lesson Equipment and Sulphinest Processes, Lesson Property, and shall make the controlled a faculty of the Controlled Science and Lesson to Ensergh Lesson Science and Lesson to Lesson to Lesson the Lesson that the Lesson the Lesson that the Lesson to Science and Lesson that the same condition as when received by Lesson, reasonable wear and tear resulting from use thereof alone recepted.
- 10. Procession, Pince of Use, Changes in Location. So long as Leanes shall not be in default under this Agreement, it shall be entitled to the possession and use of the Leaned Equipment in accordance with the terms of this Agreement. The Leaned Equipment shall be used in the conclour of the leavill beatiness of the Leanes, shall be kept at the Site where it was installed and shall not be private-analy removed from such location without the prior written consent of the Lease. The Leanes shall not without at leaves repress prior written consent, put with possession or control of the Leased Equipment or attempt to sell, pledge, mortgage or otherwise encounter any of the Leaned Equipment or attempt to purport to sailly judge, assign, transfer or otherwise dispose of or excumber any interest under this Agreement.
 - 11. Performance of Obligations.
- (a) If Leases shall fail duly and promptly to perform my of its obligations under the provisions of this Agreement to be performed by the Leases, the Leases may, as its option, immediately or at any time thereafter perform the same for the secount of Leases without thereby wairings such default, and any amount paid or expense or liability incurred by Leases in such performance, together with interest, at the leases of the highest lewful comman rate or one percent (1%) per month, until paid by the Leases to the Leases, shall be payable by the Leases upon dersund as additional Fees.
- (b) If the Leasor shall fall duly and promptly to perfaces any of its religintions under the provisions of this Lease to be performed by the Leasor, the Leaser stay, at its option, immediately or at any time theoretic performs the vance for the account of Leason widous three waving such default, and any assumer paid or sequence or list-lifty incurred by Leason is not performance, together with interest, at the leaser of the highest leaf constant rate of one percent (2.3c) per month, until paid by the Leason to the Leason, shall be perpeble by the Leason upon

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- 12. Right of Inspection. Leaver shall have the right from time to time during reasonable business boars to enter upon the Leaser's preprints or closewhere for the purpose of confirming the enterance, modified not minimum of the Leased Equipment and for the provision of the services contemplated by this Agreement.
- Definilt by Lesson. There shall be desired to be a breach of this Agreement by Lesson if:
 - (a) Lesses shall defeut in the payment of any amount due hereunder and such defeuts shall continue for a period of thirty (30) days; and/or
 - (b) Lenser shall definit in the performance of any other cerement, condition or agreement berein and such definit shall continued uncored for thirty (30) days after written notice thereof to Lenser by Lenser; under
 - (c) Losses ceases soing business as a going concern, or bocomer insolvent, or if a perition is Slad by or against Lesses upder the Bankruptny Code or my amendment thereo; major
 - (d) Lessor removes, sells, transfers, encumbers, sublets, or parts with possession of the Lessor Equipment or any part thereof, or combotites, purports to do, or attempts to do any of the foregoing.

In the event of a breach of this Agreement by Lessee as berein defined in (a) through (i) above, Lossor, at its option, shall have the right to examine any one or more of the following remoditor.

- (a) Lessor may demand forthwith that the Lessor Sequipment be delivered to Lessor at Lessor's expense or such place on Lessor shall designate, end/or
- (b) Lessor moder its agents may, without modes or Eabrilly or legal process, once have any premises of or under control or jurisdiction of Lesson or any agent of Lesson where the Lesson delayment may be located or in believed by the Lessor to be Jonated, and repostees all or any pert of the Lesson Equipment, described by the Lesson Equipment, disconnecting and apparently gall thermof from any other property, Lessor hereby superently waiting all further rights to passession; and/or
- (c) Lessor may coase the provision of any and all services contemplated by Paragraph 2(c) of this Agreement; and/or
- (d) Leason may immediately terminate this Agreement antivor declare all sums due and to become due hereunder immediately due and payable, without further obligation under this Agreement, and/or

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(e) Lessor may recover immediately as and for biquidated damages for the breach of this Agreement, and not as a peralty, any and all unpeir Fees that accrued on or before the breach of this Agreement by Lessoe, plus as amount equal to the Agreement unpeir Fees remaining hermated for the unexpired term of this Agreement. The provisions of this Sobparagraph (c) shall be in addition to, and without projudice to, any other claims for damages or remedies to which Lessor may be entitled; and/or

(f) Lessor may proceed by appropriate legal proceedings, as described in Paragraph 21, in enforce performance by the Lessee of any and all of the applicable coverance of this Agreement and/or seek any other remody herein provided or that may be available at law or in equity.

Should any logal proceedings be instituted by Lessor to recover any name due or to become due to Lessor bertunder and/or for protection of any or all of the Lessed Equipment and/or for my other collect, the scat-providing party in such legal proceedings shall pay the reasonable attorneys' free of the prevailing party.

14. Default by Lesson. There shall be downed to be a breach of this Agreement by Lesson if

(a) Leasor shall substantially default in the performance of any meterial envenous herein and such default shall continued unamed for thirty (36) days after written notice thereof to Leasor by Leason or

(b) Lessor censes doing business as a going concern, becomes impolvent, or if a patition is filed by or agreent Lessor under the Bankruptcy Code or any

In the avent of a branch of this Agreement by Louser as berein defined in (a) through (b) above, Lessee, at its option, may terminent this Agreement and immediately return all Lessed Equipment to Lessey, without any furture obligation to the Lessey.

15. Indemnity, Lenses shall indemnify and save Loscor harmless from any and all liability, fore, durage, expanse, causes of action, usins, claims, or judgments arising from injury to person or property resulting from or based upon the sexual or alleged use or operation of any or all of the Lesses Equipment, encory, for my such claim based tolely upon the gross negligence or intentional wrongstoing of the Lesser; and shall, at he own cost and expense, defend any and all such mins which may be brought against Lenser, either stone or in conjunction with often upon any such liability or haim or claims and thall satisfy, pay, and diversings any and all judgments and fours that may be recovered against Lenser in any such action or actions, provided, however, that Lenser thall give Lense variates notice of any such claim or dumand. Lenser that indemnify and save Lense hamilies from any such all liability, lost, damage, expense, custes of action, saits, claims or judgments arising from injury to person or property.

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resulting from or based upon the installation or maintenance of the Leaved Equipment, or the grown negligence or instantinuit wrampiointy of the Leavent and shall, at its own cost and expense, defend any and all such suits which may be brought against Leave, either above or in necligations with others upon any such liability or claims or claims and shall satisfy, pay and discharge may and all judgments and fame that may be recovered against Leaven in any such nation or actions, provided, however, that Leaven deall give Leaven prompt written notice of any

- 16. Assignment. This Agreement and all rights of Lensor bereinder shall be assignable by Lessor without Lensor's consent, but Lensor shall not be obligated to any assignor of the Lensor except after writing audies of such sengments from the Lensor. Without the prior writing account of Lensor, the Lensor shall not assign this Agreement or its interest beremeder nor enter into any sublense with numbert to the Lensor disputment.
- 17. Further Assumones. Either party shall excount and deliver the other party, upon request, such instruments and ensurances as such respecting party deems nanamary or advasable for the confirmation or perfection of this Agreement and the parties' respective rights becomeder.
- 16. Notices. All notices relating hereto shall be delivered to person to an officer of the Lessor or Lesson, or shall be mailed by certified small to Lessor or Lesson at its respective address set forth below or at any later address jett known to the sender.

Think Anne, LLC Attar Dog Glidewell P.O. Box 669 Madinon, MS 39130

If to Learne:

New Segimblego Care, LLC Ann Legal Depart 4704 Hisson Pike Hixman, TN 37343

- 19. Remotiles, Wnivms. No remody hereender shall be exclusive of any other remody herein or of any other remody observing available at law or in equity, but each shall be curualistive and in addition to every other remody. A writver of a default or failure to strictly construe or enforce the terms hereof shall not be a waiver of my other or a subsequent default or a wriver of the right to demand strict compliance.
- 20. Introoccability. Except in the event of a default by Lossor which is not timely cased in accordance with the terms of this Agreement, this Agreement is invocable for the full term betted fundamental Terms, if may as set forth in Paragraph 2 heroof and for the aggregate for herein framered in Paragraph 3, and the Fore shall not abset by reason of termination of Lesser's right of possession und/or the taking of possession by the Lessor or for

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my other russon. Delinquent invallments of Fees shall bear internet at the highest lewful control rate or one present (1%) per mouth, whichever be the lesses.

- 21. Applicable Law, Arbitration. This Agreement shall be countried and interpreted under the lower of the Stoke of Ministerpol, regardless of any applicable choice of Law prevision. Any DISTUTE UNDER, OR ARENAG OUT OF THE SUBJECT MATTER OF, THIS AGREEMENT WHOCH CANNOT BE RESCULVED BY THE PARTIES SHALL BE SUBMITTED TO BUNDING ARBITRATION IN ACCORDANCE WITH THE SUBMITTED TO BUNDING ARBITRATION IN ACCORDANCE WITH THE SUBMITTED TO BUNDING ARBITRATION IN ACCORDANCE WITH THE SUBMITTED TO BUNDING ARBITRATION ARBITRATION SASOCIATION UNLESS THE PARTIES MIDITALLY AGREED UPON BY THE PARTIES REFORE AN ARBITRATOR TO BE MITUALLY AGREED UPON BY THE PARTIES REFORE AN ARBITRATOR TO BE MITUALLY AGREED UPON BY THE PARTIES HERETO. NO PARTY TO ANY DISTUTE SHALL BE ENTITLED TO ANY PURITY DAMAGES. THE ARBITRATOR'S FIBES SHALL BE STARED EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR WILL BE FINAL AND WILL BE ENTITLED TO ENPORCHEMENT IN ALL JURISDICTIONS, INCLUDING WITHOUT LIBITATION THE COURTS OF THE STATE WHERE THE LESSEE IS LOCATED. To do caused so worked by the mandabary subtrained provision slower, all components horsemade ement not covered by the mandatory arbitration provision above, all commowerable horsunder shall be adjudicated only in the state courts boosted in, or in the federal courts where jurisdiction
- Agreement, Lesser's sole remody against Lessor is found to be in material breach of this Agreement, Lesser's sole remody against Lessor shall be the termination of this Agreement and cossition of Lesser's funer libribity for any of the Foos specified in puspages). Lessor shall have so other liability what provides to the Lesse, including, but not limited to, liability for interruption of business or other consequential damages. If way other provision of this Agreement is found to be to conflict with this paragraph, the provisions of this paragraph shall convenient.
- 23. Entire Agreement. This instrument constitutes the entire agreement between Lessor and Lessor, and it shall not be meroided, altered or changed except by a written agreement signed by the parties hereto.
- 26. Associates to Exhibit A. This Agreement may be essented only by written gary-ment signed by both parties, as ast our above, provided, however, from time to three during any term of this Agreement, Lesson and Lesson may missaidly consent to writing (via continuous representations), or similar writing) to say addition to or revenion of the last of antifer period of the Lesson Equipment contained to Exhibit A. Lesson and Lesson may also matthy consent to writing to review, or add in additional location to, the Site listed on Exhibit A. All Lesson Equipment surributable to such revised or additional Site shall be millised at that location, in sometimes with other provisions of first Agreement.

Any reach addition(s) or revision(s) as referenced in this Paragraph will be reflected in subsequent billing susments submitted to Lessee and will be deemed fully consented to and accepted by Lessee unless Lessee is notified otherwise in writing within 30 days of the date of the initial billing in which such addition or revision is reflected. In all cases, the addition or

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revision shall be desured fully accepted once any Foez are paid by Lesser in connection with same. All such additions or revisions shall be desured at incorporated from and made a part of this Agreement and Exhibit A without the need for further refirmmen theren, and with he subject to all terms and conditions of this Agreement and Exhibit A as if included therein.

25. Securibility Cardions. If any clause or provision of his Agreement is desamined to be lilegal, invalid, or transferonishe by any rule of law, public policy consideration, or court of compense jurisdiction, then it is the intention of the parties hereo that the remainder of this Agreement shall not be effected theory. It is also the intention of the parties to this Agreement that wife respect to each clause or provision that is illegal, traveld, or rendered the parties in the consecution of the faillest certain possible to reflect the parties' intent and to avoid such illegality, invaliday, or tetrasferont-lifty. The caption of each paragraph barred is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Agreement.

IN WITNESS WHEREOF, Lossor and Leaser have caused this Agreement to be executed by

THINK AREW, LLC

BROOKSIDE BEALTINGARE & RESLABBLITATION

12/2/17 Dr. Mastral Stenuerbie Mov. 25,0013

Print Nouse: Martna C. Abercrombie Position VPOF Business Development

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Continuing Guaranty for Telecommunications Equipment Losse and Service Agreement

As the unengament company of the above-referenced Lenser herein, and as an inducement to Lenser to make and other than this Telecommunications Equipment Lense and Service Agreement (the "Agreement") with this Lenser, the undersigned, on behelf of such Lenser, this photology, introvolsty, and unconfidenably guarantees (1) the Lenser to the Lenser and the other thanks the are psychie or may become psychie under this Agreement, and (2) the performance of all other obligations the Lenser may have under this Agreement, and questions and without the need for demand or notice to the undersigned, all of which are hereby waived by the undersigned. This Committee Quaranty shall include and be fally effective as may subsequent revisions, additions, uncadaneau, or additionat to this Agreement and/or to greatly included in the text may result before the supersymmetric production of the committee of the supersymmetric productions and supersymmetric productions of the supersy

NEW BEXADNINGS CARR, LLC

By Marthal. Muchali Hor. 25, 2013

Print Name Martha C. Aberrambie Postson VP of Business Development

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EXHIBIT

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Brockeide Healtheure & Rahabilitation, LLC Effective Date of Equipment Lease and Service Agreement: September 1, 201.

SITE Brockside Healthcare & Rebublistation, LLC 800 Brockside Drive Little Rock, AR 71205

LEASED GOUIPMENT and PEPS-

OTY	hon Description 1	but Price/Month	Total Mombly Feet
1	IP PBX	\$250.00	\$250.00
1	Managed POE Swimb	Waived	
4	Analogue Connection	Warved	
2	Cisco Phone 7925 Chargers	Waived	
22	Close Phone 7931	\$40.00	\$220,00
2	Cisco Phone 7925	\$70.00	\$140.00
		Monthly Total Fees	\$1,279.99

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EXHIBIT G

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TELECOMMUNICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

This Telecommunications Equipment Lease and Service Agreement (the "Agreement") is entered into by end between Think Anew, LLC, 7570 OM Canton Road, Madime, Mississippi, 39110, berninder referred to as "Lease," and Essusse Healthcare & Retabeliresion, LLC, located at 556 Chester Highway, Eastman, GA 31023, hereinster referred to as "Lease."

- 1. Lease of Equipment, Lessor hearthy leases to Leases, and Leases hereby hires and mines from Leases the personal property (regeties with all replacement parts, additions, repairs and encouncies) described in the Addendum standard hereto as Endrith at the "Addendum"), to be milited at the location described in the Addendum (the "Sist"), which equipment shall be referred to herein as the "Leases Equipment." Exhibit A is incorporated herein said made a part of this Agreement by reference.
- 2. Term. This Lease is for a term of Sixty (60) months beginning on September 1st, 2013 (the "helds) Ferm"), expiriting August 31, 2018. This Agreement shall automatically renew for asheapant one-year extended terms ("Betended Terms") beginning on the day inconcludedy following the expiration of the Initial Term or any Estended Term, unless either party gives the other written notice of its insent test to renew this Agreement at feast ninery (90) days prior to the expiration date of the Initial Term or any subsequent Extended Term.
 - Remain and Services.
- (a) For said term, or any portion thereof, Lassee shall pay to Lesser rental and service fore (collectively "Feer") for the Lessed Equipment in the amounts see forth in Echibil A find for any Lassed Equipment that may be added pursuant to Panagraph 24 below), possible in monthly payments, each due and payable on the first day of each month until the termination of the Appearance. All Fees shall be paid in Lesser's a trees of brainests or such other plate as the Lesser may designate by written sooker to the Lessee. All Fees shall be paid without notice or demand and without abstemment, deduction, or set-off of any amount whatevery. The operation and test of the Lesses have been as the seed for Lessee, and not of Lessee, and to of Lessee and test of the Lessee (and the seed Equipment shall be to sended they also of the invited case, Lasses shall pay a delicepturely charge in Lessee in an amount equal to one percent (2%) of all payments so overtide per meant, and such delinquency charge shall be deemed "additional rest" for all purposes under this Agreement.

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- (b) Upon execution of this issue, Lessee shall pay to Lesser a non-refundable for ("Louis hillation Fee") in a sum equal to one mouth's payment of the Fees described in Session 3(a).
- (c) In consideration for the Pees, Lesser agrees to provide the following services to
 - Installation of the Leased Equipment at the Site(s) designated by Leases which are reasonably acceptable to the Leasen;
 - (ii) Operational assistance and expertise is connection with the use of
 - (iii) Minagement of Tokeo Service provider bills
 - (iv) Moves, Adds, and Changes as it pertains to voicemail, phone
 - (v) Coordination of repair and warranty service and
 - (vi) Any additional service agreed to in writing by both Lesser and
- 4. Damane to Lessed Soulestern. Lesses shall be liable to the Lesses for my loss or damage to any Lessed Soulestern during the term of this Agreement, including any extensions thereof. In the event of damage to Lessed Soulestern which does not constitute total destruction of the emittery of the Lesses the Jouphenent, this shifty may be discharged by Lesses peying the Lesses the actual costs replacement value of any test or units of the Lesses Height propriets to the Lesses the actual costs replacement value of any test or units of the Lesses Height propriets to the Lesses the actual cost of the actual cost of repair to may use or units of the Lesses Height propriets to the Lesses the actual cost of the same less of the recovery, if any, actually received by Lesses from havenon or otherwise for each lose or demange. If the Lesses Explored to train the propriets of the Lesses the actual costs replacement value of the Lesses the actual costs replacement value of the Lesses the actual costs replacement value of the Lesses the cost amount of the recovery, if any, actually reactived by Lesses from houseance or observine for such loss or damage. Lesses thall not be obligated to undertake, by Higheston or otherwise, the collection of any claim against any persue for less or demange. Cases thall not be obligated to undertake, by Higheston or otherwise, the collection of any claim against any persue for less or demange.
- 5. No Wartender by Lessor as to Lessod Equipment. EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLIDIONS ANY EMIGESTS ATTACKED HERSTO, LESSOR, NOT SERVO THE MANUFACTURER OF THE LESSOS DOUMNEST, NOR MANUFACTURER'S AGENT FUR THIS PURPOSE, MAKES NO WARRANTY OR REPRESENTATION, ENTER EDYNESS OR MOVILED, AS TO THE FINESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF HE MATERIAL EQUIPMENT OR WORDMANSHIP IN THE LEASED BOUPMENT, AND MAKES NO WARRANTY OR REPRESENTATION THAT THE LEASED

Lawrence DEG Lower Mark

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Desc Exhibit A

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EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW RULE, SPECIFICATION OR CONTRACT, IT BEING AGREED THAT ALL SUCH RISKS REDARDING THE LESSED AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE AT ITS SOLIE RISK AND EXPENSE. THE WARRANTIES WANDED HEREBY BY LESSEE AFFOLIADE WITHOUT LIMITATION, THE WARRANTY OF MECHANICABILITY AND THE WARRANTY OF FIRMESS FOR A PARTICULAR PURPOSE. Novembroading the foregoing, Lestor does wattent and represent that the Lessed Equipment will be installed by Lesser in a proper memore.

No agreement, guaranty, promise, condition, representation or werranty contrary to the foregoing shall be binding; all prior convenations, agreements or representations related herein audior to the Lemmi Equipment are integrated herein, and no modification bereof shall be bracking unless in writing (with a specific reference to this provision of the Agreement) algored by Lesson.

If (1) the manufacture of the Leused Equipment shall fail to comply with its warrange obligations to such an extent that the Leused Equipment is, or becomes, manerially unfit for its intended tiest, (2) the Leuses has enhanced all entempts required stades the manufacturer at warrange to allow the manufacturer an opportunity to core, and (3) the manufacturer of the Leused Equipment has to materially breached in warrange obligations that the Leuses without to have replacement equipment of like kind and quality suspited by the same or a different manufacturer, Leuser shall be true (10) days from the date of receipt of such notice to, at Lesson's option, either (a) obtain and install replacement equipment of like kind and quality from the state or a different manufacturer, at no additional cost to Lesson, or (b) declare this Agreement terminated, in which case Leuses shall have no further obligations sucker that Agreement Should Lesson to terminate this Agreement, Leaser shall have no itselfity whatseever to the Lesson, including, but not limited to, liability for interruption of business or other damages flowing from the uniforms of the Lesson designment. In the event of any conflict between this perspection of Liability," the terms of paragraph 22, "Limitation of Liability," the terms of paragraph 22, "Limitation of Liability," what

- Compliance With Laws. Leases agrees, as its own cost and expense (a) to pay all charge and expenses in connection with the operation of each item of Leased Equipment, (b) to comply with all powermanush inexp, ordinances, regulationars, requirements and rules with respect to the ure, maintenances and operation of the Leased Equipment, and (c) except as specifically elegistrate to Leaser in this Appearment, to make all regains and replacements required to maintain the Leased Equipment in good condition, reasonable wear and tear excepted.
- 7. Thus, During the term of this Agreement, Lessee agrees that, in addition to the Foes provided herein to be paid, it will promptly pay all threes, assessments and other governmental charges leviol or assessed upon the interest of the Lessee in the Lansed Explaints or upon the two or operation thereof, and medificant from will promptly pay or relambase the Lessee for all tones (other than select tents paid by Lesser with respect to its purchase of the Lessed Equipment), assessments and other governmental charges levied or assessed against and

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paid by the Larson on remount of its ownership of the Leased Equipment or any part thereof, or the use or operation thereof or fire leasing themsel to the Leasen.

- Covenants of Lesson. Lesson covenants at all times during this Agreement to provide adequate hardware to allow for the installation and operation of the Lesson Equipment.
- 9. Take of the Lessor. Take to the Lessor Equipment shall at all times restain in the Lessor and Lessor will at all times protect and dedend, at its own cost and expense, the title of the Lessor from and against all claims, forms and logal processes of creditors of the Lessor and Lesson all Lesson Beginnment from and other from all such claims, form and processes. Lessor appreciateally sutheritates Lessor to prepare and deliver may and all Gling statements, notices or other documents necessary to perfect its laterer, in the Lesson Equipment. The Lesson Equipment is and shall remain personal prooperty, and shall not become or be destinated as a fatture. Upon the expiration or terrolustion of this Agromment for any reason, the Lesson a fatture and expense shall return to Lesson Equipment moneumbered to Lesson to Lesson and Lesson place of bettiens, or to such other place as Lesson and Lesson agree upon, and in the summ consistion as when received by Lesson, remountable wear and hear resulting from use thereof alone monepact.
- 10. Postention, Place of Use, Changes in Location. So long as Lessee shall not be in default under this Agreement, it shall be milited to the postension and use of the Lessed Equipment in accordance with the terms of this Agreement. The Lesses Equipment shall be used in the constant of the lawful business of the Lessee, shall be kept at the Size where it was installed and shall not be perminently removed from such location without the point written consent of the Lesser. The Lessee that lost, whichout Lesser's appears prior written consent, part with postension or extent of the Lessed Equipment or attempt to sall, pledge, contempt on the lesses that lost, the Lessed Equipment or attempt to purport to acil, pledge, assign, transfer or otherwise commenter my of the Lessed Equipment or attempt to purport to acil, pledge, assign, transfer or otherwise comments and of the Lessed Equipment or attempt to purport to acil, pledge, assign,

11. Performance of Obligations.

- (a) If Lenoce shall fail duly and promptly to perform any of its obligations under the provisions of this Agroement to be performed by the Lenoce, the Lenor may, at its option, immediately or at my time thereafter perform the same for the account of Lenoce without thereby wairings such defently, and two seconds paid or expense or liability incurred by Lenoce in each performance, together with interest, at the lenore of the highest lewful contract rate or one percent (1%) per menth, until paid by the Lenoce to the Lenoce, shall be psychic by the Lenoce upon denous as delicitional Feas.
- (b) If the Lesser shall full duly and prospetly to perform any of its obligations under the provisions of this Lesse to be performed by the Lessor, the Lesson may, at his option, learnedskely or at any time thereafter perform the same for the account of Lesson without thereby warving such default, and any encount paid or expense or Hability incurred by Lessee is about performance, together with interest, at the lesser of the highest lawful contract rate or one percent (1%) per month, until paid by the Lessor to the Losson, shall be payable by the Lessor upon demand.

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- reasonable business boors to enter upon the Leason's premises or elsewhere for the purpose of confirming the existence, conditions and maintenance of the Leasen's Equipment and for the provision of the services economically the services economically the services economically the Agreement.
- Default by Lessee. There shall be deemed to be a breach of this Agreement by Lessee if:
 - (a) Lessee shall defeuit in the payment of any amount due hersunder and such definit shall commune for a period of thirty (10) days; and/or
 - (b) Lossos shall definit in the performance of any other coverner, condition or agreement herein and such definit shall continued uncurred for thirty (30) days after written notice thereof to Lessos by Lessor; and/or
 - (c) Lesses cosses doing business as a gaing concern, or becomes intervent, or if a petition is filed by or against Lesses under the Bankruptey Code or any ammodment thereto; and/or
 - (d) Leases removes, sells, transfers, encumbers, sublets, or parts with presention of the Leased Equipment or any part thereof, or authorizes, purposes to do, or attempts to do any of the foregoing.

In the event of a breach of this Agreement by Lences as bernix defined in (a) through (d) above, Lesson, it im option, shall have the right to exercise any one or more of the following

- (a) Lessor may demand forthwith that the Lessor Represent be delivered to Lessor's expense at such place as Lessor's expense at such place as Lessor shall designate; and/or
- (b) Lessor und/or in agants may, without notice or liability or legal process, water into any premises of or under control or junisdiction of Lessoe or any agant of Lessoe where the Lessoe Engineers may be because or is believed by the Lessoe to be located, and represents all or any part of the Lessoe Engineers, disconnecing and separating all thereal from any other property, Lesson bettely expectedly varieting all surface rights to possession; and/or
- (c) Lessor may counce the provision of any and all services consemplated by Paragraph $3(\epsilon)$ of this Agreement, and/or
- (d) Lessor may immediately reminate this Agreement and/or doctare all years that and to become the beneather immediately that and payeble, without further obligation under this Agreement; and/or.

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- (e) Lessor may recover immediately as sod for liquidated damages for the branch of this Agreement, and not so a peralty, may and all unpoid Forn that sourced on or before the branch of this Agreement by Lessen, plus an amount oreal to the aggregate unpoid Fore remaining horeunder for the unpointed term of this Agreement. The provisions of this Subparagraph (e) that he is addition to, and without projudion to, any other claims for damages or remedies to which Lessor may be embited; sod/or
- (f) Lessor may proceed by experipriete legal proceedings, as described in Paragraph 21, to enforce performance by the Lesson of any and all of the applicable covenants of this Agreement sadder sads my other remedy bearin provided or that case he evaluable as here or in equity.

Should my legal proceedings be instituted by Lessor to recover may sums the or to become due to Lessor berempler mades for possession of any or all of the Lessod Septement sadder for any other relief, the non-provailing party in such legal proceedings shall pay the manuscribe stormers! four of the prevailing party.

- 14. Default by Leaster. There shall be deamed to be a breach of this Agreement by
 - (a) Lossor shall substantially default in the performance of any material coverants herein and such farfault strail continued material for thirty (30) days after written notice thereof to Lossot by Losson or
 - (b) Lessor ceases doing business as a going consum, becomes insolvent, or if a petition is filed by or against Lessor under the Bankraptoy Code or any

to the event of a breach of this Agreement by Lessor as herein defined is (a) fixingh (b) above, Lessor, as in option, may tensioner this Agreement and immediately return all Lessor Equipment to Lessor, without any further obligation to the Lessor.

15. Indemnity. Losses shall indemnify and cave Lucser insteaders from any and all liability, loss, damage, expense, courses of action, sains, chima, or judgments arising from injury to person or property resulting from or based types the actual or alliaged use or operation of any or all of the Lessed Equipment, except for my with claim based solely upon the grean negligence or latendinal wrongsloing of the Lessor; such shall, at its own cost and expense, defend any and all much study which may be foreignt against. Lesse, either alone or in conjunction with others upon any much liability or claims or claims and shall satisfy, pey, and discharge my and all judgments and fines that may be morewest against Lesser in, any such action or actions, provided, however, that Lessor shall give Lesses written notice of any much claim or decoming and assist Lesses than less than any and all liability, loss, demoge, expense, essense of action, suits, claims or judgments actising from injury to person or property.

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resulting from or based upon the installation or maintenance of the Lemon Equipment, or the gross negligence or intentional wrongdoing of the Lemon; and shall, at its own cost and exposes, defend any and all such soits which may be beength against Lesse, either above or in conjugation with others upon my such liability or chim or claims and shall satisfy, pay and discharge say and all judgments and fines that may be recovered against Lesses in any such action or extens, provided, however, that Lesses shall give Lesses prompt written rather of any such claim or shounds.

- 16. Assignment. This Agreement and all rights of Lessor betweender shall be assignable by Lessor without Lessor's occurrent, but Lessoe shall not be obligated to any assignce of the Lessor except rather written notice of such assignment from the Lessor. Without the prior written contact of Lessor, the Lessoe shall not assign this Agreement or its interest horounder nor crace into any sublessee with respect to the Lessoed Equipment covered hereby.
- 17. Further Assurances. Skher party shall execute and deliver the other party, upon request, such instruments and assurances as such requesting party docume necessary or adviseble for the conferencies or perfection of this Agreement and the parties' respective rights becomed:
- 18. Notices. All notices relating hereto their be definited in person to an officer of Lesson or thair be marked by contribed small to Lesson or Lesson as its respective eas set forth below or at any later address last income to the expect.

If to Lesson

Think Anew, LLC Atm: Don Glidowell P.O. Box 569 Madroon, MS 39130

If to Lames:

New Beginnings Cure, LLC Atm: Legal Department 4704 Hisson Pite Hisson, TN 37343

- 19. Rouncies, Waivers. No remostly horsunder shall be exclusive of any other remostly bacters or of any other remostly otherwise available at law or in equity, but each shall be cumulative and in addition to every other remostly. A waiver of a definite or filters to strictly construct or enforce the terms hereof shall not be a waiver of any other or a subsequent definit or construct of enforce the terms hereof shall not be a waiver of any other or a subsequent definit or a waiver of the right to domand strict complis
- 20. Irrovocability. Except in the event of a default by Lessor which is not timely cured in accordance with the terms of this Agreement, this Agreement is investable for the full torus hereof (including Eucaced Terms, if may) as not forth in Paragraph I hereof and for the aggregate Fees herein reserved in Paragraph I, and the Fees shall not abster by means of termination of Lessoe's right of possession and/or the taking of possession by the Lessor or for

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my other reason. Definiquent installments of Focs shall bear interest at the highest tawful contract rate or one percent (1%) per month, whichever be the leaser.

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21. Applicable Lev, Arbitration. This Agreement shall be construed and interpresed under the have of the Same of Ministripol, regardless of any applicable choice of laws provided ANY DISPACE UNDER, OR ARISING OUT OF THE SUBJECT MATTER OF, THE ARTIES SHALL BE SUBMITTED TO BENDEM ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UNLESS THE PARTIES MUTUALLY ACREE OTHERWISE. THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPE, BEFORE AN ARBITRATION TO BE MUTUALLY ACREED UPON BY THE PARTIES HERETO, OR PARTY TO ANY DESPUTE SHALL BE EVIDITED TO ANY PURITY BEARTLES HERETO. OR PARTY TO ANY DISPOSE SHALL BE SCHITTLED TO ANY PURITY DAMAGES. THE ARBITRATOR'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR'S HELD EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR'S RELIGIOUS WILL BE FINAL AND WILL BE PARTIES. THE DECISION OF THE ARBITRATOR'S PARTY BY COUNTY OF THE STATE WHERE THE LESSES IS LOCATED. To the count of converted by the membrancy arbitration provision above, all connectories between shall be eligibilized only in the custo courts located in, or in the federal courts where jurisdictic covers, Mindson Courty, Ministrappi.

- 22. Limitation of Liability. If Lossor is found to be in material breach of this Agreement, Lossor's sole remedy against Lessor shall be the termination of this Agreement and constitut of Lossor's fourse liability for any of the Fost specified in perspance 1. Lessor shall have no other liability whenever to the Lossor, including, but not limited to, liability for interruption of business or other connectuation dumages. If any other provision of this Agreement is found to be in combine with this paragraph, the provisions of this paragraph shall control.
- Entire Agreement. This instrument consolutes the suffer agreement between Luner and Lesson, and it shall not be nareaferd, altered or changed except by a written agreement signed by the parties hereto.
- 24. Assendments to Behelit. A. This Agroument may be estended only by written agreement signed by both parties, as set our above; provided, however, from time to time during my ourm of this Agreement, Lessor and Lessor may mutually consent in writing (ris o-casil ere request or confirmation, or similar writing in easy addition to or revision of the fix or most price pricing of the Lessor Beginpuner constitued in Exhibit. A. Lessor and Lessor may also meanably occased in writing to revise, or add m additional location in, the Size listed on Exhibit. A. All Lesson Beginperson attributable to such revised or additional Size shall be utilized at this location, in secondance with other provisions of this Agroumout.

Any such addition(s) or revision(s) as referenced in this Paragraph will be reflected in subsequent billing statements substituded to Leasen and will be deemed fully consented to and schopled by Leasen unless Leasen is notified otherwise in writing within 30 days of the data of the laintid billing in which such addition or revision is reflected. In all seams, the additions or

Lower's Michig DRG Lessee's Johnson's Truck

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revision shall be deemed fully screpted ones any Foss are paid by Lesson in connection with same. All such additions or revisions shall be deemed as incorporated into and made a part of this Agreement and Exhibit A without the most for further reference thereo, and will be subject to all terms and conditions of this Agreement and Exhibit A as if included therein.

25. Severability. Continue. If any closure or provinces of this Agreement is determined to be lifegal, invalid, or membraceable by any rule of law, public policy consideration, or court of competent jurisdiction, then it is the latention of the parties between that the romainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that with respect to each classes or provision that it illegal, invalid, or membraceable, that such classes be construed and enforced to the fullest expant possible to reflect the parties futer and to avoid such liberally, invalidity, or membraceability. The caption of each paragraph become is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Agreement.

IN WITNESS WHEREOF, Leaver and Leaver have caused this Agrosmann to be executed by their duly outhorized representatives.

THINK ANSW, LLC

EASTMAN HEALTHCARE & REHABILITATION

By Don Gotton By Machal Abanandi Nov. 26, 2013

Print Name Marke C. Abercrambie Position 17 of Ourness De Velament Case: 45Ctl:16-cv-00024-c Document#: 1-7 F4ed: 01/29/2016 Page 10 of 11

Continuing Communy for Telecommunications Equipment Lease and Service Astronomy

As the management present pages and not not Astronoment.

As the management company of the above-submented Lineae interin, and or an incharement to Lessor in make and must into the Teleconominations the jumplement Laser and Service Agramment (the "Agramment") with this Lesson, the undersigned, on behalf of such Lineae, this, sheelanely, iterated his, the second payable and the telegraph of its Fees and any other sums that are populate or may become payable under this Agramment, all upon the same terms, conditions, and invitations at most on its this Agramment as applicable to Lasers and without the next for demand or notice to the undessigned, all of which are hereby waived by the undersigned. This Continuing Generary shall include and be fully effective as any subsequent revisions, additions, menoticients, or additional force and sums the may result from any sadditions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions force and sums the may result from any additions from any additions force and any the may result from any additions force and any the may result from any additions from any additions force and any the may result from any additions from any additions force and any the may result from any additions force and any the may result from any additions force and any additions of the may result from any additions of the may additions and any additions of the additions and addit

NEW BEGINNINGS CARE LLC

Br. Marthe C. Aborembi M. M. 26, 2013

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EXHIBIT A

Estiman Healthcare & Rebabilitation, LLC
Effective Date of Equipment Lease and Service Agreement: September 1, 1013

Roan Healthcare & Rebubilitation IIC 556 Chinter Highway Eastman, GA 31023

LEASED EQUIPMENT and FEES:

OTY	Item Description	Unit Price/Month	Total Monthly Foca
1	IP PBX	\$235.00	\$235.00
1	Managed POE Switch	Waived	
4	Analogue Consection	Waived	
20	Circo Phone 7931	\$20.00	\$400.00
2	Cisco Phone 7925	\$42.00	234.00
		Monthly Total Fees	5779.00

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TELECOMMUNICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

This Telecommunications Equipment Lesse and Service Agreement (the "Agreement") is emered into by and between Think Anore, LLC, 7570 Old Casten Rend, Medison, Méssissippi, 39110, hereinafter referred to as "Lessen," and Red Old Healthare. & Rehabilitation, LLC, located at 1010 Barnes Street, Locales, AR 72086, bensimflar referred to as "Lessee."

- Lease of Equipment. Leaser bureby leases to Leases, and Leaser hereby hires and
 takes from Leaser the personal property (expecter with all replacement parts, additions, repairs
 and attenuaries) described in the Addendum snached boreto as Erchital A (the "Addendum"), to
 be writted at the location described in the Addendum (the "Six"), which equipment shall be
 refused to having as the "Leased Equipment." Exhibit A is incorporated borein and made a part
 of this Agreement by refurence.
- 2. Torm. This Lease is far a term of Sixty (60) months beginning on September 1st, 2013 (the "Initial Tents"), expiring Angun 31, 2018. This Agreement shall anomatically renew for asbesquent con-year extended terms ("Extended Terms") beginning on the day immediately following the explusion of the lathical Terms or any Extended Term, unless other perty given to other written notice of its lettest not to renew this Agraement at least unsay (90) days prior to the expiration date of the Initial Term or my subsequent Extended Term.
 - 3. Rentalls and Services.
- (a) For exist seria, or any pertinn thereof, Lessee shall pay to Lessee regard and survice fore (collectively "Foest") for the Lessee Equipment in the amounts see farth in Exhibit A (mode for my Lessee Equipment that may be added pursuant to Prangangh 24 below), peyable in mostably payments, each doe and payable on the first flety of each mostal usual the translations of this Agreement. All Foes stall be paid at Lessee's place of business or such other place as the Lessee may designate by written notice to the Lessee. All Foes shall be paid at Lessee, and the collection of the stall the stall the stall the stall the stall the payable on the first of Lessee, and not of Lessee, and the obligation of Lessee to pay Fees thereunder shall be unseen discool. In the event that any payment to be made by Lessee that not be prid within thirty (30) days of invoice date, Lensee shall pay a delibutory change to Lessee in an amount organit to one personn (1%) of all payments to overdue per month, and such delibutoracy change a half be deemed "additional rent" for all purposes under this Agreement.

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- (b) Upon execution of this lume, Lusson shall pay to Lusson a non-refundable for ("Leave inhibition For") in a sum equal to one month's payment of the Food described in Section 3(a).
- (c) In consideration for the Pees, Lessor agrees to provide the following services to
 - installation of the Leaned Equipment at the Sire(s) designated by Leaner which are reasonably acceptable to the Leaner; 0
 - Operational maistance and expertise in connection with the use of
 - Management of Teleo Service provider bills
 - Moves, Adds, and Changes as it partains to volceme!I, phone unphers and connections: Gv1
 - Coordination of repair and warranty service and (4)
 - Any additional service agreed to in writing by both Lessor and
- Amount in Lesson Engineers Limited and Lesson that he liable to the Lesson for any loss or demage to any Lesson Engineers during the term of this Agreement, including any extensions thereof. In the event of demage to Lesson Engineers which does not considere total destruction of the emitter of the Lesson Engineers and Engineers which does not considere total destruction of the emitter of the Lesson Engineers and Lesson the semal cash replacement while of any unit or tank of the Lesson Engineers mostly destroyed and/or by paying the somal once of require to any unit or units which are demayed by Lesson from interaction or otherwise for main loss or domage. If the Lesson Engineers to be traily conceived in the entire of the Lesson day be discharged by Lesson paying to trailly conceived in the entirety, the liability of the Lesson may be discharged by Lesson paying to the Lesson that the entire the entire of the Lesson Engineers to could destroyed and all the Form that the entire of the Lesson Engineers to could destroyed and all the Form that the entire of the Lesson Engineers to could destroy and the form that the entire of the Lesson Engineers to cold destroyed and all destroyed to the Lesson Engineers to cold destroyed and all destroyed to the Case of Engineers to cold destroyed and all destroyed to the Case of Engineers and the Case of Engineers.
- 5. NO WARRANTY OR REPRESENTATION THAT THE LEASED MAKES NO WARRANTY OR REPRESENTATION THE MARRIEMENT THAT LEASED MAKES NO MARRANTY OR MARRANTY OR REPRESENTATION, BUTHER MARRIEMENT OR MARRANTY OR REPRESENTATION, BUTHER EXPRESS OR BERIEF ARE TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OR MARRANTY OR REPRESENTATION THAT THE LEASED SQUIPMENT, AND MAKES NO WARRANTY OR REPRESENTATION THAT THE LEASED

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EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT, IT BEING AGREED THAT ALL SUCH RISKS REGARDING THE LEASED EQUIPMENT, AS BETWEEN THE LESSOR AND THE LESSER ARE TO BE BORNE BY THE LESSER AT ITS SOLE RISK AND EXPENSE. THE WARRANTIES WAITED HEREBY BY LESSER DYCLUDE, WITHOUT LIMITATION, THE WARRANTY OF MECHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Novelthroughing the foreigning, Lessor does warrent and represent that the Leased Educations with be installed to Lessor in a moment moment. ert will be installed by Lesson in a peoper more.

No agreement, goarany, promise, condition, representation or warrenty contains to the foregoing shall be binding, all print convenations, agreements or representations related herein and/or to the Leaned Equipment are integrated herein, and no modification between shall be binding unless to writing (with a specific reference to this provision of the Agreement) signed

by Lesson.

If (1) the manufacturer of the Lesson Squipment shall full to comply with its warranty obligations to such as extent that the Lesson Equipment it, or becomes, manufacturer is intended unset. (2) the Lesson has enduated all effective required under the manufacturer is warrancy in allow the manufacturer in opportunity to care, and (3) the manufacturer of the cases frequipment that so materially branched in the surrance obligations that the Lesson shall deliver written confect of such intent to Lesson by contributing the manufacturer, Lesson shall deliver written confect of such intent to Lesson by cortified anal, return monthstrarer, Lesson shall deliver written confect of such intent to Lesson by cortified anal, return monthstrarer, as the such contribution of the chain and questify from the same or a different manufacturer, at the adoltsonal cost to Lesson, or (b) declare this Agreement. Should Lesson to terminate this Agreement, Lesson shall have no liability whatsoever in the Lesson, isochriften but and tental replacement in the agreement flowing from the uniforms of the Lesson Equipment. In the overall of paragraph 22, "Limitation of Liability," the terms of paragraph 22, "Limitation of Liability and paragraph 22, "Limitation of Liability and paragraph 22, "Liability and liability and lia

- 6. Compliance With Laws. Lesses agrees, at its own cost and express (s) to pay all charges and expresses in connection with the operations of each item of Lessed Equipment, (b) to comply with all governmental laws, ordinates, preplations, requirements and rules with respect to the test, maintenance and operation of the Lessed Equipment, and (c) except as specifically delegated to Lessor in this Agreement, to make all repairs and replacements required to be made to maintain the Lessed Equipment in good condition, remeasable wear and test excepted.
- 7. Taxes. During the term of this Agreement, Leason agrees that, is addition to the Foos provided herein to be paid, it will promptly pay all taxes, essentments and other governmental charges levied or assessed upon the instead of the Leason in the Leason Equipment or apon the use or operation thereof, and as additional from will promptly any or reimburst the Leason for all taxes (other that takes taxes paid by Leason with respon to its purchase of the Leason for all taxes (other that takes taxes paid by Leason with respon to its purchase of the Leason Equipment), assessments and other governmental thanges levied or assessed against and

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peid by the Lessor on account of its ewsembly of the Lessor Equipment or say part thereof, or the use or operation thereof or the lessing thereof to the Lesson.

- Covenance of Leases. Leases covenants at all times thering this Agreement to provide edequate hardware to allow for the installation and operation of the Leased Equipment.
- 9. Title of the Lessor. Title to the Lessed Equipment shall at all times remain in the Lessor and Lessoe will at all times protect and defined, at its own cost and expense, the title of the Lessor from and against all claims, lims and legal procusses of creditors of the Lessoe and keep all Lessoe Equipment from all such claims, liens and processes. Lessoe specifically authorized Lessor to prepare and deliver any and all filling statements, corticus to other documents noticestary to perfect its interest in the Lessoe Equipment. The Lessoe Equipment is and shall remain personal property, and shall not become or be considered as a fixture. Upon the explusion or translatation of this Agreement for any reason, the Lessoe at Lessoe to perfect the expense shall return the Lessoe Equipment unroundwhead to Lessoe at Lessoe's place of business, or to such other place as Lessor and Lesson agree upon, and in the some concluion as when received by Lessoe, resumable wear and see resulting from use thereof alone enterprot.
- 10. Possession, Place of Use, Changes in Location. So long as Lessee shall not be in default under this Agreement, it shall be embited to the possession and use of the Lessed Equipment in secondance with the terms of the Agreement. The Lessed Equipment shall be used in the canobins of the Invited Desiries of the Lessee, shall be kept at the Site where it was instribed and shall not be personnently removed them such location without the pair without consent of the Lesser. The Lessee thall not, without Lessey's express prior written consent, past with possession or control of the Lessed Equipment or summpt to sell, pledge, accurage or otherwise enumber any of the Lessed Equipment or summpt to purpor to each, pledge, accipant paraster or otherwise dispose of or excumber any immunit moder this Agreement.

11. Performance of Obligations.

- (a) If Lesson shall field they and promptly to perform any of its obligations under the provisions of this Agreement to be performed by the Lesson, the Lesson may, at its option, immediately out at any time thereafter perform the same for the account of Lesson may, at its option, warring much definalt, and any supposes paid or expresse or liability immered by Lesson in such performance, together with interest, at the tensor of the highest lawful contract rate or one percent (1%) per month, until paid by the Lesson to the Lesson, shall be payable by the Lesson upon dermand an additional Fran.
- (b) If the Lessor shall fall duly and promptly to perform any of its obligations under the provisions of this Leuse to be performed by the Lessor, the Lessor may, at its option, immediately or at any time thereafter perform the same for the account of Lessoe windows thereby waiting 1900 default, and any tennous paid for expense or liability incurred by Lessoe in such performance, together with innerest, at the lessor of the highest leavied contract rate or one percent (190) per month, until paid by the Lessor to the Lessoe, shall be payable by the Lessor upon demand.

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- 12. Right of Inspection. Lessor shall have the night from time to time during remonable business hours to enter upon the Letsor's promises or elsewhere for the purpose of confirming the existence, condition and minimanence of the Lesson Equipment and for the provision of the services consemplated by this Agreement.
- Default by Lessee. There shall be deemed to be a breacht of this Agreement by Lessee if.
 - (a) Lessee shall default in the payment of any amount due hereunder and such default shall continue for a period of thirty (30) days; and/or
 - (b) Leases shall definalt in the performance of any other coverage, condition or ogreement herein and such definalt shall comfissed incurse for thirty (30) days other written notice thereof to Leases by Leaser, and/or
 - (a) Lenser course doing business as a going opposit, or becomes insolvent, or if a perition is filled by or against Lenser under the Bankruptcy Code or any amendment thereto; und/or
 - (d) Lessee removes, sells, transfers, excustions, sublets, or parts with possession of the Lessed Equipment or my part thereof, or authorisms, purports to do, or attempts to do say of the foregoing.

In the event of a breach of this Agreement by Lesson as harcin defined in (a) through (d) above, Lanson, at its option, shall have the right to exercise say one or more of the following

- (a) Leaver may demand forthwith that the Leaver Equipment be delivered to Leaver at Leaver's superior at such place as Leaver shall designate; and/or
- (b) Lesser and/or in agents may, without notice or lashility or logal process, ester into any premisus of or under sound or jurisdiction of Lesser or any agent of Lesser where the Lessel deployment may be located or in believed by the Lessor to be located, and repostuses all or any part of the Lessor Equipment, disconnecting and appearing all thereof from any other property, Lessor hareby expressly wriving all further rights to possession; and/or
- (c) Lessor may cease the provision of any and all services contemplated by Paragraph 3(c) of this Agreement; and/or
- (d) Lesser may immediately terminate this Agreement entiter declare all sums due and to become due hereunder immediately due and payable, without further obligation under this Agreement and/or

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- (e) Lessor may recover immediately as and for Squidated distanges for the brunch of this Agreement, and not as a pountry, any and all unpaid Fors that sourced on or before the breach of this Agreement by Lessee, plas as amount equal to that aggregate unpaid Fore remaining hereunder for the unaccipied term of this Agreement. The provisions of this Subparagraph (c) shall be in addition as, and without prejudice to, my other claims for damages or remodies to which Lessor may be capital; and/or
- (f) Lessor may proceed by appropriate legal proceedings, as described in Paragraph 21, to enforce performance by the Lestone of any end all of the applicable covernants of this Agreement und/or seek any other remedy herein provided or that may be evaluable at law or in equity.

Should any legal proceedings be instituted by Lessor to recover any seems due or to booken due to Lessor becaused mader the posterion of any or all of the Lessot Equipment and/or fire my other raised, the two-provailing party in such legal proceedings shall yet the reasonable automays' fees of the prevailing party.

- 14. Definit by Lessor. There shall be doesned to be a breach of this Agreement by Lessor it?
 - (a) Lesser shall substantially default in the performance of any resteried coverants herein and such default shall considered undered for thirty (30) days after written notice thereof to Lesser by Lesser; or
 - (b) Lessor crosses doing business as a going concern, becomes insolvent, or if a pertition is filed by or against Lessor under the Benkruptcy Code or any amendment thereto.

in the event of a breach of this Agreement by Lesson as herein defined in (a) through (b) above. Lesson, at the option, may terminate this Agreement and immediately return all Lesson Equipment to Lesson, without any further obligations to the Lesson.

15. Informatry Lessee shall indemnify and new Lessor hamiless from any said all liability, loss, sharage, expersat, estence of action, saits, chims, or judgments arising from injury to person or property resulting from or based upon the actual or alleged use or operation of any to person or property resulting from or based upon the actual or alleged use or operation of any or 80 of the Lessor; each shall, at its own cost and expense, defined any and is such stute which may be brought against. Lessor, each calcular of the content of more any such liability or claim or claims and shall satisfy, pay, and discharge my and all judgments and fines that may be recovered against Lessor in my such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claim or demand, expense, copense, usuem of section, suffe, claims or judgments artising from injury to person or property.

Lesson's business DE'Z Lesson's Indiana Trust

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resulting from or based upon the installation or emintenesses of the Leased Squipment, or the pross ampligeness or immedicall wrongdoing of the Leason; and shall, at its own cost and expense, defined any and all such saids which may be brought against Leases, either above or in conjunction white observation any such imbility or claim or claims and shall smidtly, pay and discharge any and all judgments and fines that may be proovered against Learne in any such surface or arthum, provided, however, that Leases shall give Leaser prompt written notice of any such cleim or demand.

- 16. Assignment. This Agreement and all rights of Lesser hereunder shall be assignable by Lesser without Lesser's consent, but Lesser shall not be obligated to any assigner of the Lesser except after written covice of such assignment from the Lesser. Without the prior written consent of Lesser, the Lesses shall not savign this Agreement or its interest herevoder our enter into any sublems with respect to the Lessed Equipment covered hereby.
- 17. Ferther Assurances. Either party shall execute and deliver the other party, upon request, such instruments and saturances as much responsing party deman successary or advisable for the confirmation or periodicis of this Agreement and the parties' responsive tripins becomede.
- 13. Notices. All assices relating bereto shell be delivered in person to an officer of the Lessor or Lesses, or shell be qualled by certified small to Lessor or Lesses ar its respective address set forth below or at any later address last known to the sender.

If to Lessor:

Think Anew, LLC Ann: Doe Olidewell P.O. Box 669 Madison, MS 39130

If to Lensee:

New Beginnings Care, LLC Attn: Legal Department 4704 Hisson Pike Hisson, TN 37343

- 19. Remodies, Waivers. No remody herounder shall be exclusive of any other remody berning or of any other remedy otherwise available at law or is oquity, but such shall be cumulately and in addition to owary other remody. A waiver of a default of fifther to strately conserve or referree the terms hereof shall not be a weiver of sury other or a subsequent default or a surfect of the right to demand waiter committee.
- 20. Irrevocability. Except in the event of a default by Lessor which is not insuly outed in accordance with the terms of this Agreement, this Agreement is irrevocable for the full term berruf (suchding Extrapled Terms, if may) as set furth in Paragraph 2 berrof and for the aggregate few berrefs irrevol in Paragraph 3, and the Fose shall not about by traston of tensionation of Lessoe's right of possession and/or the taking of possession by the Lessor or fut

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any other reason. Delinquest installments of Fees shall bear interest at the highest lawful content rate or one percent (1%) per month, whichever be the lower.

- OUTERS HER OF GUE PRIORE (1-76) PER HOUSE, WHEREOUT DE UN COMET.

 11. Applicable Lawy, Affentaire. This Agreement their be constitued and incapreted trade in law of the State of Mississippi, regardless of eary applicable choice of laws provision. ANY DISEUTE UNDER, OR ARISING OUT OF THE STREET MATTER OF, THIS AGREEMENT WHICH CANNOT BE RESOLVED BY THE PARTIES SHALL BE SUMMITTED TO BENDOM AREFRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION BILLS OF THE AMERICAN ARBITRATION STALL BE COMBUTED IN MADISON COUNTY, MISSISSIPPI, REFORE AN AREITRATOR TO BE MOTULALLY AGREE OTHERWISE. THE AREITRATION SHALL BE COMBUTED IN MADISON COUNTY, MISSISSIPPI, BEFORE AN AREITRATOR TO BE MOTULALLY AGREED UPON BY THE PARTIES HERETO, NO PARTY TO ANY DEPUTE SHALL BE ENTITLED TO ANY PLINTING DAMAGES. THE AREITRATOR'S FEES SHALL BE SHATED EQUALLY BY THE PARTIES HERETO, NO PARTY TO BY THE PARTIES HALL BE SHATED EQUALLY BY THE PARTIES THE BECISION OF THE ARRITRATOR WILL BE FINAL AND WILL BE ENTITLED TO REPORCEMENT IN ALL JURISDICTIONS, INCLUDING WITHOUT LIGHTATION THE COURTS OF THE STATE WHERE THE LESSEE IS LOCATED. To the court not covered by the mandement substation provision above, all controversies bereamber that Be adjudicant only in the state courts doubted in, or in the federal courts whose jurisdiction covers, Mississippi. Ca, Madison County, Mississippi
- 22. Limitation of Linksky. If Lessor is found to be in material breach of this Agreement, Lessor's sale remedy against Lessor shall be the termination of this Agreement and existion of Lessor's future liability for any of the Feas specified in paragraph 3. Lessor hall have no other liability whatsower us the Lessor, including, but not limited to, liability for interruption of burdness of other countequential damages. If any other provision of this Agreement is found to be in condition with this paragraph, the provisions of this paragraph shall recent?
- 23. Entire Agreement. This instrument constitutes the entire agreement between Lesson and Lesson and it shall not be emended, altered or changed except by a written agreement signed by the person hereo.
- 24. Amendments to English A. This Agreement may be extended only by written agreement signed by both parties, as set our above, provided, however, from time to time during tay term of this Agreement, Lesers and Lesses may matually consum in writing (via o-mail for far request or conformation, or similar writing) to any addition to or revision of the list of safety far request or conformation, or similar writing to any addition to the similar of the list of safety for the Lessed Equipment contained in Exhibit A. Lesses and Lesses may also methad a consent in writing to revise, or add an additional location to, the Site lines of Enhibit A. All Cassed Equipment attributedly to useth revised or additional Site shall be utilized at that location, in accordance with other provisions of this Agreement.

Any such addition(s) or crystron(s) as referenced in this Parugraph will be reflected in subsequent billing sustemans, submitted to Lesses and will be decaped fully consecuted to and accepted by Lesses unless Lesses is notified otherwise in writing within 30 days of the date of accepted by Lesses unless Lesses is notified otherwise in writing within 30 days of the date of accepted by Lesses, the haddition or crystion is reflected. In all cases, the addition or

Lesson bridge DRS Lesson brings 2004

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revision shall be demand fully eccepted once any Form are paid by Lenson in communic, with same. All such additions or revisions shall be demand as incorporated into and made a part of this Agreement and Exhibit A without the most for further reference thereto, and will be subject

25. <u>Severability Caurious</u> If any clause or provinson of this Agrocure secrationd to be illegal, invalid, or unenforceable by any rule of law, public promisinguiton, or court of component jurisdiction, then it is the heartedton of the parties here to remainder of this Agrocurent shall are to affected themsty. It is also the intention of consumensura, or cours of nonposent pursistence, then it is the intention of the perficts hereto the fee remainder of this Agreement shall not be affected themby. It is also the intention of the parties to this Agreement that wife respect to each clause or provision that is Beggi, invalid, or mentifectable, that such clause be construed and enforced to the fullest covert possible to reflect patter intent and to sovid each illegality, invalidity, or unenforceable, they exist of the patter intent and to sovid each illegality, invalidity, or unenforceable, they cover of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessoe have caused this Agreement to be executed by their duly authorized representatives.

THINK ANDW. LLC

RED OAN HEALTHCARE & REHABILITATION

relates on Machael Manustai Mor. 26, 2013 Prior Name Martha C. Aservartie

Position Pof Business Development

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Continuing Guaranty for Telecommunications Fortunest Learn and Service Agreement.

As the management company of the above-referenced Lease herein, and as an industrument to Lease to herein, and as an industrument to Lease to herein to make ad caster into this Teleocommunications Equipment Lease and Service Agreement (the "Agreement") with this Leases, the undersigned, on behalf of such Leases, fully, shouldnedy, invectably, and unconditionably genurateses (1) the Leases's psymment and (2) the performance of all other religionates the Leases may have under this Agreement, and (2) the performance of all other religionates the Leases may have under this Agreement, and the post the same terms, conditiones, and himsterions are served to this Agreement as applicable to Leases and without the used for demand or notice to the undersigned. All of which are hereby varied by the undersigned. This Continuing Occurately shall include made be high effective as any subsequent revisions, sidificious, summidirences, or addendums to this Agreement moder to any additions. From and sums what may result from any additions to or revisions of the "Leased Equipment" little in Evoluti A of the Agreement and/or the priving thereof, whether or not the rundersigned executed, had notice of, was otherwise a perty to such revision, addition, amendment, or addendum. The undersigned also fully contents to be bound by the Applicable Lew and Arbitration provisions of Peragraph 21 hereof.

NEW BEGDWINGS CARE, LLC

Br. Mathal Asuntie Nov. 24, 2013

Prior Name Martha C. Aberrantie Position V Pof Regines Development

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ATIBITA

Red Oak Healthoure & Robabilitation, LLC Effective Date of Equipment Lease and Service Agreement: September 1, 2013

SITE Red Onk Healthcare & Rehabilitation, LLC 1010 Barnes Street Lonoke, AR 72086

LEASED EQUIPMENT and FEES:

OTY	Item Description	Unit Price/Month	Total Monthly Foot			
t	IP PEX	\$250,00	\$250.00			
1	Menaged POE Switch	Waived				
4	Analogue Connectos	Descia/III				
2	Cisco Phone 7925 Charges	s Waiwed				
22	Cisco Phone 7931	\$40,00	2280.00			
2	Cisco Piume 7925	570.00	\$140.00			
		Monthly Total Poes	\$1,270.00			

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THE PROMOBILINICATIONS EQUIPMENT LEASE AND SERVICE AGREEMENT

s Telecommunications Equipment Lone and Savice Agreement (the "Agreement") is arel into by and between Think Anow, LLC, 7570 Cld Canton Road, Madison, Mississippi, 10, hereinsther referred to as "Lenson," and Stoneybrock Healthcare & Rehabilitation, LLC, ted at 3300 Military Road, Beston, AR 72015, hereinsther referred to as "Lesson." 39110, ben

- Lease of Equipment. Leaser hereby leases to Leases, and Leases hereby hires and
 taken from Leaser the personal property (together with all replacement parts, additions, repairs
 and accessories) described in the Adderdam attached herebe as Exhibit A (far "Addendam' A to
 the utilitied at the iccuration described in the Addendam (the "Side"), which equipment shall be
 referred to herein as the "Leased Equipment." Exhibit A is incorporated herein and made a part
- 2. Term. This Lease is for a term of Sixty (50) mounts beginning on September 12, 2013 (the "hitheld Term"), expiring August 31, 2013. This Agreement shall entounistably renew for subsequent one-year entended terms ("Enounded Term") beginning on the day immediately following the expiration of the initial Term or any statement Term, unless either purty gives the other written motion of the Initial Term or any subsequent it least ninety (50) days prior to the expiration date of the Initial Term or any subsequent Exampled Term.

Rostal's and Services.

(a) For said term, or any portion themos, Lessoe shall pay to Lessoe south and service fees (collectively "Fees") for the Lessoe Equipment in the amounts set forth in Bathiti A (and for any Lessoe Equipment that may be added parament to Peragraph 24 below), payable in constity payments, each due and payable on the first day of each mounts tertil the termination of this Agreement. All Fees shall be paid at Lessor's place of business are valued on other place as the Lessor may designate by written notice to the Lessoe. All Fees shall be paid without notice or demand and without observance, of entering, est-existing, or sent-off of any smoore the sameway. The operation and use of the Lessoe Equipment shall be at the risk of Lessoe, and the obligation of Lessoe to pay Fees hereunder shall be necessful foods. In the event that may promise to be made by Lessoe shall not be paid within thirty (30) days of isociate date, Lessoe thall pay a delibrate of the Lessoe to Lessoe in on mount sepail to our percent (1%) of all payments to overdue per mouth, and such delinquency charge shall be decomed "additional rent" for all purposes under this Agreement.

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- Upon execution of this lesse, Lessee shall pay to Lesses a non-refundable for ton Fos") in a sum equal to one month's payment of the Foss described in Section
- le consideration for the Fern, Lemor agrees to provide the following services to
 - lessallation of the Lessed Equipment at the Site(s) designated by Lesser which are reasonably acceptable to the Lesser, (1)
 - Operational ensistance and expertise in connection with the use of
 - Management of Teleo Service provider bills (EE)
 - Moves, Adds, and Changes as it pertains to voicemail, phone
 - Coordination of mair and warrenty service and (4)
 - Any additional service agreed to in writing by both Lessor and (00)
- 4. Danuage to Legaci Equipment. Lessee shall be fiable to the Lessee for any loss or dessage to any Lesseed Equipment during the term of this Apprennent, including my extensions thereof. In the event of dessage to Lessed Equipment which does not constitute total destruction of the entirety of the Lessed Equipment, this flability may be discharged by Lessee paying to the Lesser the sends cash replacement value of any unit or units which are damaged by the specific properties, less the est amount of the recovery, if any, saturally resolved by Lesser from insurance or otherwise for such loss or damage. If the Lessed Equipment totally destroyed in its entirety, the flightly of the Lessee may be discharged by Lessee paying to the Lessee the stotal cash replacement value of the Lessed Equipment soully destroyed in the entirely considered to the flightly of the Lessee may be discharged by Lessee paying to the Lessee the stotal cash replacement value of the Lessee the stotal cash replacement value of the flightly of the lessee that the form the stotal cash replacement value of the flightly of the lessee that the form that the could be converted by Lessee paying to the flightly of the lessee of the flightly of the lessee that the form that the could be converted by Lessee from insurance or otherwise for such loss or damage. Lesser shall not be obligated to melatemize, by frightline or otherwise, the collection of any claim against any person for loss or damage of the Lessee Equipment.
- S. NO WATERSION BY LESSOT IN TO LESSON EQUIPMENT. EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLUDING ANY EQUIPMENT ATTACHED HERETO, LESSOR, NOT BEING THE MANUFACTURER OF THE LEASED EQUIPMENT, NOR MANUFACTURER'S AGENT FOR THIS FURPOSE, MAKES NO WARRANTY OR REFRESENTATION, EITHER EDTRESS OR DIFLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE MATERIAL EQUIPMENT OR WORKMANSHIP IN THE LEASED EQUIPMENT, AND MAKES NO WARRANTY OR REPRESENTATION THAT THE LEASED

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SQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULL, SPECIFICATION OR CONTRACT, IT BEING AGREED THAT ALL SUCH RISKS REGARDING THE LESSED, ARE TO BE BORNE BY THE LESSER AT ITS SOLE RISK AND EXPENSE. THE WARRANTY OF MECHANIZED HERBEY BY LESSEE INCLUDE, WITHOUT LIMITATION, THE WARRANTY OF MECHANIZED HY AND THE WARRANTY OF MECHANIZED HY AND THE WARRANTY OF FINESS FOR PARTICULAR FURTHERS. Notwidenessing the foregoing, Lenser does werened and represent that the Lessed Equipment will be installed by Lesser in a proper manner.

No agreement, quantum, promise, condition, representation or warranty contrary to the foregoing shall be bloding; all prior convenzations, agreements or representations calated hereto moder to the Leased Equipment are interprated herein, and no modification hereof which be bloding unless in writing (with a specific naterence to this provision of the Agreement) signed

- by Lesson.

 If (1) the manufactures of the Lessed Equipment shall fall to comply with its warrasty obligations to such an extent that the Lessed Equipment is, or becomes, meetically unfit for its intended users. (2) the Lessee has estimated all stronges required under the ensemblement warrancy to affect the numerically breathed its warrancy obligations that the Lessed Sudgment has so understilly breathed its warrancy obligations that the Lessee which is have replacement equipment of like kind and quality supplied by the same or a different agreement. Lessee shall derive written solds of such instant to Lesson's perificial and, frantiseough requested. Lesson that have its (10) days itson the date of reachy to such notice to, at Lesson's option, either (1) obtain and install replacement equipment of like kind and quality has some or a different manufacturer, at no additional cost to Lesson, or (b) declare this Agreement terminated, in which case Lesson that have no further obligations under this Agreement. Should Lesson on terminated his Agreement, Lesson shall have no faither whatever to the Lesson (including, but not limited to, flability for interruption of between the development. The sevent of any conflict between this puragraph and paragraph 22, "Limitation of Liability," the torus of paragraph 22, "Limitation of Liability," the torus of paragraph 22, "Limitation of Liability,"
- charges and expenses in connection with the operation of each item of Lesset Equipment (b) to comply with all governmental laws, entirences, regulations, requirements and rules with respect to the tem, maintenance and operation of the Lesset Equipment, experiments and rules with respect to the tem, maintenance and operation of the Lesset Equipment, and (c) except as specifically delegant to Lesser in this Appendent to make all rupairs and replacements required to be made to maintain the Lesset Equipment in good condition, reasonable year and tear excepted.
- Fee 7. Taxes. During the term of this Agroomers, Lessee agrees that, in addition to the fees provided berein to be paid, it will promptly pay all taxes, assessments sale other governmental charges levied or textessed upon the interest of fine Leases in the Leases the planets or upon the two or operation thereof, and an additional feet will premptly pay or resimbles with Leases for all taxes (other hims state caree paid by Leases with respect to its purchase of Leases Signippeners), assessments and rober governmental charges levied or unseemed against and

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paid by the Lessor on account of its ownership of the Lesson Equipment or any part thereof, or the use or operation thereof or the lessing thereof to the Lesson.

- Covenants of Lessee. Lessee opvenants at all times during this Agreement to provide adequate hardware to allow for the installation and operation of the Lessee Equipment.
- 9. Title of the Lessoe. Title to the Lessoed Equipment that it all times remain in the Lessoe and Lessoe with at all times protout and defend, at its own cost and expense, the title of the Lessoe from and against all claims, items and legal processes. Lessoe and teep all Lessoe Equipment free and clear from all such climits, items and processes. Lessoe reportionally surface into the lessoe and teep all Lessoe Equipment free and clear from all such claims, items and processes. Lessoe or other documents seconsary to perfect its innerent any and all filling summents, notices or other documents seconsary to perfect its innerent in the Lessoe Equipment in the Manual Equipment and shall make a fixation of the Agreement for any reason, the Lessoe is fixative. Upon the empiration or termination of this Agreement for any reason, the Lessoe is place of business, or to runch other place as Lessor and Lessoe agree upon, and in the same considion as when received by Lessoe, remonable wear and term resalting from use thereof alone encopied.
- 10. Possession, Pisor of Use, Changes in Location. So long as Lessee shall not be in debuilt under this Agreement, it shall be enritted to the possession and use of the Lessed Equipment in accordance with the terms of this Agreement. The Lessed Equipment shall not be permanentally as the first burbers of the Lesse, shall be kept at the Six where it was installed and shall not be permanently removed from such iscanion without the prior written concern of the Lessot. The Lessot shall not, without Less or acquise prior written contempts with possession or control of the Lessed Equipment or stempts to suff, placin, contragar or otherwise comments are not the Lessed Equipment or stempts to supract a soil, placin, assign, rantifer to otherwise demander any of the Lessed Equipment or stempts to supract to a soil, placin, assign, rantifer to otherwise dispose of or emounther any interest under this Agreement.

1L Performance of Obligations.

- (a) If Lessee shall fail duly sed promptly to perform any of its obligations under the provisions of this Agreement to be performed by the Lessee, the Lessee may, as its option, immediately or et any time thereafter porform he tense for the secount of Lessee without thereby waiting such definals, and any amount paid or exposure or liability incurred by Lessor in such performance, together with interest, at the lessers of the highest lawful control rate or one percent (1½) per month, and paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional Fees.
- (b) If the Lessor shall fell duly and proceedily to perform any of its obligations under the provisions of this Lesse to be performed by the Lessor, the Lessoe may, at its option, immediately or at any time thereafter perform the same for the account of Lessoe without thereby warving such default, and any amoust paid or superse or liability incurred by Lessoe in such performance, bysther with internst, at the lensor of the highest lawful courter rate or one percent (1%) per munifi, until paid by the Lessor to the Lessoe, shall be payable by the Lessor upon

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12. Right of Inspection. Lesser shall have the right from time to time during reasonable business hours to enser upon the Lessee's premines or classwhere for the purpose of confirming the ordistance, conditions and maintenance of the Lessed Equipment and for the provision of the services contemplated by this Agreement.

Default by Lesses. There shall be desented to be a breach of this Agreement by

(a) Lessee shall default in the payment of any amount due hersunder and such default shall continue for a period of thirty (30) days; and/or

(b) Lesses shall definit in the performance of any other covenant, condition or agreement herein and such definit shall continued unsured for thirty (30) days after written notice thereof to Lesses by Lesses; and/or

(c) Larses ceases doing business as a going concern, or becomes inactivent, or if a petition is filed by or against Lesses under the Bankemptry Code or any amendment threstor sadior.

(d) Lesses removes, selfs, rurafers, encumbers, sublets, or parts with possession of the Lessed Equipment or say part threed, or authorizes, purports to do, or attempts to do only of the foregoing.

in the event of a breach of this Agreement by Lesson as herein defined in (a) through (d) above, Lesson, as in option, shall have the right to exercise any one or more of the following

(a) Lessor may demand fortunish that the Leased Equipment be delivered to Lessor at Lessor's exposure at such place at Lessor shall designate; and/or

(b) Lessor and/or its agents may, without notice or highlity or logal process, enter-ions any premises of or under control or jurisdiction of Lessoe or any agent of Lessoe where the Lessoe Registration may be because or in believed by the Lessor to be located, and repossess all or any part of the Lessoe Registrating all decreases from any other property, Lessoe hereby expressly wearing oil further rights to possession; and/or

(c) Lensor may cease the provision of any and all services contemplated by Paragraph 3(c) of this Agreement; and/or

(d) Lessor may immediately terminate this Agreement and/or declare all same due and to become due berounder immediately due and payable, without further obligation under this Agreement, and/or

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(e) Leasor may recover humodisarly as and for liquidated demagns for the breach of this Agreement, such not at a permity, say and all unpaid Four that secreted on or before the breach of this Agreement by Lesson, plus an amount copal to the aggregate unpaid Foes remaining hereunder for the unexpired term of this Agreement. The provisions of this Subparagnab (e) shall be in addition so, and without prejudice to, may other clasions for dumages or remadies to which Lessor may be entitled; and/or

(f) Lastor may proceed by appropriate legal proceedings, as described in Paragraph 21, or inforce performance by the Lesser of any and all of the applicable coverance of this Agreement and/or sock any other remady herein provided or that may be wellable at law or in equity.

Should my legal proceedings be instituted by Lesser to recover any same time or to become due to Lesser herenafer and/or for possession of my or all of the Lesser Equipment and/or for any other relief, the non-proveding party in such legal proceedings shall pey the reasonable structurely? See of the preventing party.

14. Default by Lessor. There shall be deemed to be a breach of this Agreement by Lessor if.

(a) Leaser shall substantially default in the performance of any material covenings herein and such default shall continued uncoved for thirty (30) days after written notice thereof to Lessor by Lesson; or

(b) Lessor occases doing business as a going concern, becomes insolvent, or if a petrion is filed by or against Lessor under the Benkruptny Code or any

In the event of a breach of this Agreement by Lemon as betein defined in (a) through (b) shows, Lesson, at its option, may terminate this Agreement and immediately return all Lesson Equipment to Lesson, without my further obligation to the Lesson.

15. Indemnity. Lesses shall indemnify and save Lesser harmless from any and all liability, loss, demnage, capenae, causes of action, saits, claims, or judgments arising from injury to person or property resulting from or hand upon the sermal or silicant use or operation of any or all of the Lessed Engineering encopy for any such claim based solely spoon the gross negligence or intentional sucception for any such claim such adole solely spoon the gross negligence or intentional sucception of the Lesser; and shall, at its own cost and expense, defined say and all such suite which may be brought against Lessor either alone or in neaparations with before you say such libelity or claim or claims and shall satisfy, pay, and discharge say and all judgments and fines, that may be recovered against Lessor in any such claim or demand, provided, however, that Lessor shall give Lesses whiten solone of may such claim or demand. Lessor is all indemnify and save Lesson harmless from any and all liability, loss, decaye, expense, causes of action, safer, claims or judgments actions from injury to person or purporty expense.

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resulting from or based upon the installation or maintenance of the Leased Equipment, or the gross negligence or interdional sepangicing of the Leaser, and shall, at its own cost and expense, defend any and all such solts which may be brought against Leaser, either alone or its conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be monovered against Leaser is any mach action or actions, provided, however, that Leaser shall give Leaser prompt swinten notice of any mach claim or defensed.

- 16. Assignment. This Agreement sad all rights of Lensor horunder shall be enignable by Lessor without Lessoe's consent, but Lessoe shall not be obligated to any assigned of the Lessoe encops after writem notice of such assignment from the Lessor. Without the prior writem constant of Lensor, the Lessoe shall not sening this Agreement of its interest benumber not more into any sublessee with respect to the Lessod Equipment covered hereby.
- 17. Further Assumment. Either party shall encoure and deliver the other party, upon request, such instruments and automates as such requesting party decrea monetary or advisable for the confirmation or perfection of this Agreement and the perfect respective rights horsander.
- 18. Notices. All notices relating herate shall be delivered in peaces to an officer of 1900 or Lessee, or shall be mailed by certified mail to Lessor or Lessoe at its respective 1 set forth below or at any letter address less increas to the sension.

Think Anow, LLC Arm: Don Glidowell P.O. Box 669 Madison, MS 39130

If to Lessoe

Ainr Legal Departs 4704 Hixson Piles Hixson, TN 37343

- 19. Remodies, Waivers. No remody burerunder shall be exclusive of any other remody barries or of any other remody otherwise available at law or in country, but such shall be cumulative and in addition to sway other remody. A waiver of a definite or failure to society constitute or enforce the tennes haven's shall not be a waiver of any other or a subsequent default or a weiver of the sight to demand arrier compliance.
- 20. Irreveability. Except in the event of a default by Lensor which is not timely cared in soccessione with the terms of this Agreement, this Agreement is irreveable for the full term heroof (including Estended Terms, if any) as set furth in Prangapia 2 hereof and for the aggregate. Even herein event of in Prangapia 3, and the Pers shall not about by rance of termination of Lenson's right of possession and/or the taking of possession by the Lensor or for

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may other reason. Definquent installments of Ross shall bear interest at the highest levelal contract rate or one personal (1%) per month, whichever be the lesser.

- 11. Applicable Line, Arbitration. This Agreement shall be construed and interpreted and the process of the law of the Sales of Mississippi, regardless of any applicable chrice of been provision. ANY DISPUTE UNDER, OR ARISING OUT OF THE SUBJECT MATTER OF, THIS AGREEMENT WHICH CANNOT BE RESOLVED BY THE PARTIES SHALL BE SUBMITTED TO BENDRING ARBITRATION IN ACCORDANCE WITH THE SUBMITTED TO BENDRING ARBITRATION IN ACCORDANCE WITH THE SUBMITTED TO SHOULD REPORT ARBITRATION RALLS OF THE AMERICAN ARBITRATION SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPI, REPORTE AN ARBITRATOR TO BE MUTUALLY AGREE OTHERWISE. THE PARTIES MITUALLY AGREE OTHERWISE THE PARTIES BERTON SHALL BE CONDUCTED IN MADISON COUNTY, MISSISSIPPI, REPORTE AN ARBITRATOR TO BE MUTUALLY AGREED UPON BY THE PARTIES BERTON OF PARTY SHALL BE SHARED EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR FILE SHALL BE SHATED EQUALLY BY THE PARTIES. THE DECISION OF THE ARBITRATOR MULL BE FINAL AND WILL BENTITLED TO ENFORCEMENT IN ALL JURISDICTIONS, INCLUDING WITHOUT LIGHTATION THE COUNTS OF THE STATE WHERE IN LE ESSEE IS LOCATED. TO the centred set occurred by the meadening withvalues provision above, all controversies bertunder shall be adjudicated only in the state country located in, or in the federal counts whose jurisdiction covers, Membrook County, Missinsippi.
- 22. Limitation of Liability. If Lessor is found to be in material breach of this Agreement, Lessoe's sole remody spainst Lessoe shall be the termination of this Agreement and consultion of Lessoe's thater liability for any of the Foot specified in paragraph 3. Lessor shall have no other liability windsoever to the Lessoe, including, but not livited to, liability interruption of burious's or other consequential damages. If any other provision of this Agreement is found to be in conflict with this paragraph, the provisions of this paragraph shall occurred.
- 23. Entire Agreement. Tals instrument continues the entire agreement beaven. Lester and Lester, and it shall not be amended, alarmed or obsequed except by a written agreement algored by the parties hearts.
- As Amendments to Delibit A. This Agreement may be amended only by written agreement signed by both parties, as see out above, provided, however, from time to have theirs, any term of this Agreement, Lessor and Lessee may minutely content in writing (via e-mail of fix request or confirmation, or einbit writing) to any stiction to or revision of the list of simple pricing of the Lessel Repirement continued in Exhibit A. Lessor and Lessee may also mutually content in writing to revise, or side an additioned location to, the Site listen on Exhibit A. Lessel Repirement stretches to much revised or additional Site shall be unlined at that location, in accordance with other provisions of this Agreement.

Any most addition(s) or revision(s) as referenced in this Paragraph will be reflected in subsequent billing enterments submitted to Lonce and will be decreased (bitly consented to accepted by Lessee unless Lesson is confined otherwise in writing within 30 days of the date of the hiddel billing in which such addition or revision is reflected. In all cases, the addition or

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Desc Exhibit A Page 39 of 40

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revision shall be dominif fully accepted once any Pens are paid by Lerme in connection with sume. All noth additions or revisions shall be domined as incorporated into and made a part of this Agreement and Exhibit. A without the need for further reference thereon, and will be addject to all terms and conditions of this Agreement and Exhibit A as if included therein.

25. Separability Omnions. If any chanse or provision of his Agreement is consideration, or overall content of the Bingal, invalid, or unemforceable by any rule of law, public policy consideration, or cover of competent pursuance, then it is the intention of the parties between the prefers to this Agreement shall not be effected thereby. It is also the intention of the parties to this Agreement shall not be effected thereby. It is also the intention of the parties to this Agreement shall not be each clause or gravitation that is likeful, invalid to unemforceable, that such clause be construed and emforced to the fullest ordest possible to reflect the parties' liners and to avoid such illegality, invalidity, or unconforceability. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Agreement.

IN WITNESS WHERBOF, Lessor and Lessoe have caused this Agreement to be executed by their duly authorized representatives.

THINK ANEW, LLC

STONEYBROOK HEALTHCARE & REHABILITATION,LLC

By: Don Gibbounds
Provident

12/2 By Wather Abacushi P/2/13
Date Signed

Prior Name Martha C. Aberrantia.
Position 19 of Business Development

LOURS District DRG Commerce District TACK

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Continuing Community for Telecommunications Equipment Lense and Service Agreement

As the management computer of the above-referenced Leases brain, and as an indusement to Lease to make and center into this Telecommunications Designment Lease and Service Agreement (the "Agreement") with this Leases, the undersigned, on bright of much Leases, fally, absolutely, irrevocably, and veconditionally guaronesses (1) the Leases is provincing to the property of the Personal Control of Personal Control of Personal Law Control of the Personal Control of Personal Law Control

NEW BEGINNINGS CARE, LLC

Bx Mothe C. Discusta 14/4/13

Principal Principal Principal Principal Principal Principal Post Business Development

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EXHIBIT A

Stoneybrook Healthorn & Rehnbillinston, LLC Effective Date of Equipment Lease and Service Agreement: September 1, 2013

SITE Stoorybrook Healthcare & Rehabilisation, U.C. 3300 Military Road Benton, AR 72015

LEASED SOUIPMENT and FEES:

OTY	Item Description	Unit Price/Menth	Total Monthly Fem
1	IP PBX	\$250.00	\$250.00
1	Messaged POE Switch	Waired	
4	Analogue Consection	Waived	
2	Casco Fhone 7925 Charger	s Waived	
16	Cisco Phone 7931	\$40.00	\$640.00
2	Cisco Phone 7925	\$70.00	\$140.00
		Monthly Total Fees	\$1,030.00

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UNCONDITIONAL GUARANTY

WHEREAS, New Beginnings Care, LLC, a Tennessee Emiliad Sobility company, and all its superiorines listed on Exhibit A hereinofter casted the Debtar, decires to obtain from time to time on credit goods and services of and from Think Anaw, LLC, a billiotiscipal Emiliad Eability company, located at 152 Williams Perinner Date. Size 201. Carton, MS 39046 hereinates called the Company, and

WHEREAS, the Company requires security for such eccurric researable and for all other indebtedness or latelity of the Debtor to it and I, Debble Jones, the undersigned, is interested in said Debtor and is willing to become surery for payment of the same to the Company.

NOW, THEREFORE, in consideration of the premises and of the sure of One Dotar (\$1.00) to each of us in hand paid, the receipt whereof is hereby acknowledged, and of other considerations deemed valuable at law, 1, Debbie Jones, for myself and my heirs, executors and administrators, guarantee and warrant unto the Company, its successors or easigns, the prompt payment at maturity of each and all of the notes, checks, drafts, tills of exchange, accounts receivable, completion of screety bonds and other obligations of every name and lead, which the Company now has, or which it may harceflor here. hold, purchase or obtain.

This guaranty shall apply to and guarantee any ultimatic belance which shall remain due to the Compuny from the Debtor and shall be considered a continuing guarantee of any and all liabilities of the Debtor to the Company or any renewals of same in whole or in part.

And I do Buwles for impact, my helm and my portional representatives, hareby expressly waive

(a) notion of acceptance of this guaranty and of all extensions of credit to the Debtor; (a) presentment
and demand for payment of any of the debts of the Debtor; (c) present and notion of dishonor or of
default to the undersigned or to any other party with respect to any of the debts of the Debtor or with
respect to any security therefore; (d) all other notions to which the undersigned might otherwise be

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Case 1:16-ap-01028-NWW Doc 2 Filed 07/14/16 Entered 07/14/16 14:20:56 Desc Case 1:16-bk-10272-NWWMalipo Do 76 Gmien Filed Pargle 5256 of 25 tered 04/05/16 16:38:39

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Case: 45Ci1:16-ov-00024-c Document #: 1-10 Fled: 01/29/2016 Page 2 of 5 tied; and (e) demand for payment under this guistanty.

And I, for myself, heirs and personal representatives, do hereby agree that the Company may, whether before or effer my death, from time to their renew or extend the time of payment of any debts or liabilities guaranteed herounder and grant and allow such indulgences or compromises in connection therewith as it may does advisable or expedient, and may likewise release or relinquish any security or securities held therefor without the same discharging, releasing, or in any manner effecting my subtity to it under this guaranty; and I do hereby expressly agree that in case of non-payment of such eccounts receivable and other obliquitions, in whole or in part, when due to pay the sense with interest thereon upon despand; that suit may be brought by the Company, its successors or makigns, against me, at the option of the Company, its successors or assigns, without bringing out against the Debtor.

This is a guaranty of payment and not of collection. The liability of the undersigned on this guaranty shell be direct and immediate and not conditional or contingent upon the pursuit of any remodles against the Debtor or any other person, nor against securities or liens available to the Company, its successors, andorsees or assigns.

The undersigned walves any right to require that an extion be brought against the Debtor or any other person or to require that resort be had to any security or to any belance of any deposit account or eredit on the books of the Company in tower of the Debter or any other person. If the debts of the Debtor are partirely poid through the election of the Company, its euccessors, endorsees or seeigns, to pursue any of the remedies mentioned in this instrument, or it such debts are otherwise perfully paid, the undenlighted shall remain liable for any balance of such debts up to the limit hereinshove stated.

I skewise further agree for myself, my helis and my personal representatives, that I should not be subrogated to, and will not enforce on our part, any right of action which the Company may have against the Dobter until every debt, demand or obligation than due and payable, or to become due and payable, from the said Debtor to the Company shall have been paid in full.

This instrument is intended to be a full, complete and perfect guarantee and indemnity to the Company to the extent of and for any indebtechoes liability of any kind owing by the Debtor to the

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Company from time to time and to be well and continuous without other or further notice to us or any of us, notwithstanding the death of any one or more of the parties hereto, until notice in writing of withdrawal of this guarantee, sent by registered shall to the Company at the address clark above, signed by the parties hereto or any one of them, or by the personal representative of a deceased party, has actually been received by said Company, and then only as to transactions subsequent to the time of said notice.

This instrument constitutes the entire porserved between the parties, and no waivers or modifications shall be valid unless they are reclaimed to writing, duly constrict by the party to be divinged thereby, and expressly approved in writing by an officer of the Company.

I agree that should it become necessary for the Company to enter suit against me, that I nise to pay all costs of collection including reasonable altomay's fees.

This instrument shall be construed in accordance with the laws of the State of Mississippi. WITNESS the following structures on the 10 day of June

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EXHIBIT A Facility Address

Pacility New Beginnings Care
Abbeville Healthcast & Robab
Brookside Health & Robab*
Cortyn Health Care Corter
Coductersk Health Care Robab
Extume Healthcare & Robab
Extume Healthcare & Robab
Extumed Reference Working
Geoglowit Designs House Edward Refeature Virtiniag
Geochell Nitriniag Hotore
Jeffensowille Hembhater & Rebab, LLC
John Rend Nitriniag Hotore
Mount Pleasant, Heith, & Behab
Occumille Nitrinia & Rebab
Occumille Nitrinia & Rebab
Occumille Nitrinia & Rebab
Occumille Nitrinia & Rebab
Sevennah Bench Nitriniag & Rubeb
Sevennah Bench Nitriniag & Rubeb
Strongsbook Herbirdt & Robab
Woodlands Healthcare

6704 Hitson Pike, Hitson, TN 37343 206 Main Street East, Abbeville, GA 31001 500 Brookside Drive, Unio Rock, AR 71205 196 Coloniel Drive, Youngmown, OH 44505 4121 Tod Avenue NW, Warres, OH 44405 4121 Tod Avenue NW, Warren, OH, 4485
556 Chesier Highway, Bantanan, GA, 31023
556 Chesier Highway, Bantanan, GA, 31023
530 NE Grand Birvi, Okiahawa City, OK, 73117
4373 Honston Ave, Mason, GA, 11264
124 John Revel Road, Limemose, TN, 37831
90 Hidden Area Drive, Monne Pleasant, TN, 138474
77 Van Haten Avenue, Tyber Urland, GA, 31228
433 N McGriff Stanen, Virlaghem, GA, 39297
1010 Barmen Streen, Lenoite, AR 72086
523 Thenter Street, Lenoite, AR 72086
737 Van Borne Avenue, Tyber Birth, GA, 30133
77 Van Borne Avenue, Tyber Birth, GA, 30138
—2000-Afthiney-Bond, Davenue, Yue, 74006
55 Control Havy 11 N, Mithyw, GA, 31308

CS Control Havy 11 N, Mithyw, GA, 31308

625 Constil Hwy 17 N. Midway, GA 31320

אונותות שפה מו אונות אלים ביותותים

~Date 6/10/15 4704 Hisson Eliki Hisson, TN 37343-4840

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PRE BILL, CIVIL CASES, CIRCUIT COURT

State of Nixsissippi

Madison County

THIMX ANDWILLO VS DERBIE JONES

Case # CI-2016-0026	Acct #	Paid By	CHBCX	208282	Ret#	71786
CA CE	erk's fee			85.00		
CV LAI	W LIBRARY			2.50		
בע כמ	TET KEPORTER	TAX		10.00		
	ORT ECUCATION			2.00		
CV CO	DET ADMINISTRA	ATOR		2.00		
CV CI	VIL LEGAL ASS	ISTANCE PUN	2	5.00		
CV CO	PREHENSIVE E	LECTRONIC C	100	10.00		
CV JU	VIL LEGAL ASS: MPREHENSIVE E RY TAX			3.00		
	STITUENTS PE			.50		
CV RE	CORDS MAMAGEM	ENT PROGRAM		1.00		
CA-TE	DICIAL SYS OF	ERATION FUND	1	40.00		

Total \$ 161.00

Payment received from COPELAND COOK

Transaction 60505 Received 1/29/2016 at 16:17 Drawer 1 I.D. FMM Receipt Amount \$ 161.00

D.C. ANITA WRAT, Circuit Clerk

Case # CI-2016-0024 Acct 3

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Paid By CHECK 208282

Ret0 71786

Case 1:16-ap-01028-NWW Doc 2 Filed 07/14/16 Entered 07/14/16 14:20:56 Desc Main Document Page 26 of 26

THINKANEW											Miller			
	Cor	porate	Eas	stman	Edw	ards Redeemer	Mt F	Pleasant	Pir	newood	W	oodlands	TOTA	L
MIS	\$	800.26	\$	800.26	\$	800.26	\$	800.26	\$	999.88	\$	999.88		
Phones	\$	525.00	\$	2,510.71	\$	1,408.11		182.70	Ś	1,084.49	\$	2,321.86		
Internet*	\$	125.00	\$	108.40	\$	-	Ś	149.99	Ś	-,001115	Ś	-		
Office365**	\$	1,588.63	\$	-	\$	2	Ś		\$	_	\$	-		
Monthly Charges	\$	2,789.15	\$	2,202.12	\$	2,308.39	\$	1,438.89	\$	1,382.44	\$	1,382.24		
	\$	5,828.04	\$	5,621.49	\$	4,516.76	\$	2,571.84	\$	3,466.81	\$		\$	26,708.92
CARESERV														
	Cor	porate	Eas	stman	Edw	ards Redeemer	Mt	Pleasant	Pir	newood	W	oodlands	TOTA	L Comment
Internet/MIS/Phones	\$	1,450.26	\$	650.00	\$	798.00	\$			650.00	\$	650.00		
Monthly Charges***	\$	2,968.47	\$	1,999.75	\$	1,759.75	\$	1,159.75		1,499.75				
	\$	4,418.73	\$	2,649.75	\$	2,557.75	\$		- 8	2,149.75			\$	15,438.17
													TOTA	L SAVINGS
MONTHLY SAVINGS	\$	(1,409.31)	\$	(2,971.74)	\$	(1,959.01)	\$	(1,079.40)	\$	(1,317.06)	\$	(2,534.23)	\$	(11,270.75
ANNUAL SAVINGS	\$ ((16,911.72)	\$	(35,660.88)	\$	(23,508.12)	\$					(30,410.76)	58000000000	135.249.00

^{*}Included in Phones charges for Edwards Redeemer, Pinewood and Woodlands



^{**}For all locations

^{***}Includes Office365; additional charges may be incurred initially due to travel, installations, etc.